

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Joint Stipulation”) is entered into by Plaintiff SEPTEMBER DOUGLAS (“Plaintiff”) on the one hand, and Defendant EAST COAST ASSEMBLERS, INC. dba National Assemblers, Inc. (“Defendant”) on the other (collectively, the “Parties”).

WHEREAS, Plaintiff alleges that she was a former employee of Defendant;

WHEREAS, on December 22, 2021, Plaintiff filed a Complaint in the California Superior Court, in and for the County of Fresno, Case No. 21CECG03783 (“Plaintiff’s Complaint”) on behalf of herself and the putative class and purported aggrieved employees. Plaintiff asserted 11 causes of action against Defendant: “(1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Required Meal Periods; (4) Failure to Provide Required Rest Periods; (5) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; (6) Failure to Maintain Required Records; (7) Failure to Furnish Accurate Itemized Wage Statements; (8) Failure to Pay All Wages Due to Discharged and Quitting Employees; (9) Unauthorized Deductions from Wages; (10) Unfair and Unlawful Business Practices; and (11) Enforcement Action Pursuant to the Private Attorneys General Act of 2004.” The Complaint seeks unpaid wages, actual damages, statutory damages, monetary damages, interest, statutory penalties, civil penalties, liquidated damages, restitution, declaratory and injunctive relief, equitable relief, pre-judgment interest, and attorneys’ fees and costs;

WHEREAS, Plaintiff alleges a claim under the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, et seq. (hereinafter the “PAGA Claim”) and provided notice to the California Labor and Workforce Development Agency pursuant to Cal. Lab. Code § 2699.3(a) (hereinafter the “PAGA Notice”);

WHEREAS, Plaintiff’s Complaint, the PAGA Claim, and the PAGA Notice shall be hereinafter collectively referenced as the “Complaints” and shall collectively be incorporated herein by reference as though fully set forth;

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WHEREAS, the civil action initiated by Plaintiff's Complaint, entitled *September Douglas v. East Coast Assemblers Inc.*, Fresno County Superior Court, Case No. 21CECG0378 shall be hereinafter collectively referred to as the "Action;"

WHEREAS, on February 2, 2023, the Parties commenced a full-day mediation with mediator Steven Serratore, and reached a settlement of all claims in the Action;

WHEREAS, to avoid the inherent risk and costs of litigation, the Parties want to completely settle all claims that were or could have been brought in Plaintiff's Complaints and in the Action, including the PAGA Claim;

NOW THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE to settle all such claims as follows:

I. DEFINITIONS

The terms defined above shall have the meanings therein given, for all purposed in this Joint Stipulation of Class and PAGA Settlement, including in any exhibits hereto. And, the following defined terms used in this Joint Stipulation of Class and PAGA Settlement and any exhibits hereto will have the meanings given them below.

1. Agreement. "Agreement", "Settlement", "Settlement Agreement" and "Joint Stipulation" mean this Joint Stipulation of Class and PAGA Settlement.

2. Class. "Class," "Class Members," "Settlement Class," or "Settlement Class Members" shall mean all of Defendant's current and former non-exempt employees in the state of California during the Class Period.

3. Class Certification. "Class Certification" shall mean certification of the Class pursuant to Cal. Code Civ. Proc. § 382 and other applicable law, for purposes of this Settlement only, without prejudice to Defendant's ability to oppose or otherwise challenge such certification, except that Defendant shall not so oppose or otherwise challenge such certification for purposes of performing Defendant's duties under this Settlement, which include to make all reasonable efforts to give such Settlement full force and effect.

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4. Class Counsel. “Class Counsel” refers collectively to: Matthew Matern (State Bar No. 159798), Joshua D. Boxer (State Bar No. 226712), and Clare E. Moran (State Bar No. 340539) of Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

5. Class Counsel Fees and Costs. “Class Counsel Fees and Costs” shall mean an amount of one third (33%) of the Gross Settlement Amount in Class Counsel’s Fees subject to Court approval, in addition to actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration. This total amount is inclusive of attorneys’ fees and estimated litigation costs. The Settlement Administrator may purchase an annuity to utilize U.S. treasuries and bonds or other attorney fee deferral vehicles for Class Counsel. Class Counsel Fees and Costs shall be paid to Class Counsel from the Qualified Settlement Fund by the Settlement Administrator. Such payment of Class Counsel Fees and Costs shall be deemed to be full satisfaction of any obligations by Defendant to pay any attorney fees, attorney costs and/or other fees or costs to Plaintiff (in connection with this Action only), Class Members, and/or Class Counsel in relation to the Action. Any future adjustments to the amount of the Class Counsel Fees and Costs, including by the Court, shall not constitute a basis for this Settlement being void or Void *Ab Initio*, unless such adjustment shall have the effect of increasing the Gross Settlement Amount, whereupon this Settlement will be voidable by Defendant as provided in this Agreement.

6. Class Notice. “Class Notice” shall mean a notice to Class Members pursuant to California Rules of Court Rule 3.766 substantially in the form indicated in Exhibit “A” hereto, and distributed by the Settlement Administrator in accordance with Section II.5 below.

7. Class Member Objection. “Class Member Objection” shall mean a Class Member’s objection made pursuant to the provisions of Section II.6 below.

8. Class Member Objector. “Class Member Objector” shall mean a Class Member who submits a Class Member Objection. A Class Member Objector shall not be considered an Opt-Out unless he or she submits a valid Opt-Out Request.

9. Class Member Work Week(s). “Class Member Work Week(s)” shall mean a Work Week in which a Class Member was employed by and performed work for Defendant in California in a Class Position during the Class Period. The Settlement Administrator shall thus calculate the total number of Class Member Work Weeks accordingly. This Settlement is based on an estimated total of 17,200 Class Member Work Weeks from the beginning of the Class Period through the date of mediation with the Mediator Steven Serratore on February 2, 2023, which amount Defendant confirmed based on its records. Should the actual number of Class Member Work Weeks from the beginning of the Class Period through the date of mediation on February 2, 2023 exceed the estimated total of 17,200 Class Member Work Weeks by 10%, Defendant shall have the option to increase the Gross Settlement Amount on a proportional basis or nullify this Agreement. Defendant shall communicate its decision in writing to the Settlement Administrator and Plaintiff’s counsel.

10. Class Period. “Class Period” shall refer to the time period from December 22, 2017 through April 3, 2023.

11. Class Position. “Class Position” shall mean all of Defendant’s current and former non-exempt employees in the state of California during the Class Period.

12. Court. “Court” refers to the above-referenced Court, or any such further courts, arbitrators, or other judicial bodies that may in the future obtain valid jurisdiction over the Action.

13. Date of Preliminary Approval. The “Date of Preliminary Approval” means the day on which the Court signs and enters its order granting Preliminary Approval.

14. Defendant’s Counsel. “Defendant’s Counsel,” “Defense Counsel” or “Counsel for Defendant” shall mean Fisher & Phillips LLP, One Montgomery Street, Suite 3400, San Francisco, California 94104, and the attorneys in such firm including Jason A. Geller (State Bar No. 168149), and Kevin L. Quan (State Bar No. 317798).

15. Effective Date. “Effective Date” shall mean the date on which all of the following have occurred:

- (a) Full execution of this Agreement by all parties, and expiration of any

applicable revocable periods related to such signature;

- (b) Entry by the Court of Preliminary Approval;
- (c) Receipt by Defendant of written notice of such entry of Preliminary Approval pursuant to the California Code of Civil Procedure and the California Rules of Court, or Defendant's express waiver of such notice;
- (d) Completion of all those Settlement Administration Procedures which this Settlement dictates will take place in advance of the Final Approval Hearing;
- (e) The Court setting and conducting a Final Approval Hearing pursuant to California Rules of Court Rule 3.769(g);
- (f) Entry by the Court of an order of Final Approval of the Settlement and a Judgment;
- (g) Service by mail by Plaintiff of written notice of such entry of Final Approval and Judgment, or Defendant's express waiver of such notice;
- (h) Final Approval has become Final. For purposes of this provision, "Final" means:
 - i. if no Class Member Objections are made and/or are made and withdrawn, the date the Court enters its order granting Final Approval of the Settlement and Judgment pursuant to California Rules of Court Rule 3.769(h);
 - ii. if any Class Member Objections are made and not withdrawn, and if no appeal, review or writ is sought from the Judgment, the sixty-first (61st) day after entry of Judgment;
 - iii. if rehearing, reconsideration, and/or appellate review of the Judgment is sought, the day after any and all avenues of rehearing, reconsideration, and appellate review have been exhausted and no further rehearing, reconsideration, or appellate review is permitted,

and the time for seeking such review has expired, and the Judgment has not been modified, amended, or reversed in any way; or

iv. if a Class Member Objector appeals from any ruling by the Court overruling such objection in whole or in part, the date when the Court's order of Final Approval and Judgment have been affirmed on appeal; and

(i) No more than fifteen percent (15%) of the total Class Members opt out. If the number exceeds such percentage, Defendant shall have the absolute right (but not the obligation) to deem this Settlement Void *Ab Initio* upon written notice to Class Counsel, the Court, and the Settlement Administrator. If Defendant, within fourteen (14) days of the Settlement Administrator's written notice to all Parties that the number of Class Members who opt out exceeds 15% of all Class Members, fails to advise the Settlement Administrator and Plaintiff's Counsel in writing that it will withdraw from the Settlement, this circumstance will not determine the Effective Date.

16. Eligible Class Member. "Eligible Class Member" means a Class Member who is not an Opt-Out.

17. Eligible Class Member Share(s). "Eligible Class Member Share(s)" shall mean the portion of the Net Settlement Amount that will be allocated to each Eligible Class Member, according to the following method: first, dividing the Net Settlement Amount by the total number of Eligible Class Member Work Weeks to arrive at the Eligible Class Member Work Week Rate, and then second, by multiplying the resulting Eligible Class Member Work Week Rate by the total number of Eligible Class Member Work Weeks for each respective Eligible Class Member. Payment of Eligible Class Member Shares shall be subject to legally required withholdings, deductions, and contributions. Any unclaimed funds from the Net Settlement Amount will be sent by the Settlement Administrator to the State of California Department of Industrial Relations

Unclaimed Wages Fund in the name of the Eligible Class Member who did not cash his or her check. The unclaimed funds shall not revert back to Defendant. As to Plaintiff, the amount of her Eligible Class Member Shares is in addition to any Court-approved Named Plaintiff Enhancement.

18. Eligible Class Member Work Week(s). “Eligible Class Member Work Week(s)” shall mean a Class Member Work Week during which an Eligible Class Member worked in a Class Position.

19. Eligible Class Member Work Week Rate. “Eligible Class Member Work Week Rate” shall mean the amount calculated by the Settlement Administrator as due to each Eligible Class Member for each Eligible Class Member Work Week.

20. Final Approval. “Final Approval” shall mean an order of the Court finally approving this Settlement pursuant to California Rule of Court 3.769 and granting Class Certification.

21. Final Approval Hearing. “Final Approval Hearing” shall mean the hearing on a motion for Final Approval, scheduled and conducted pursuant to California Rule of Court 3.769.

22. Gross Settlement Amount. “Gross Settlement Amount” means the amount Defendant shall pay as a consequence of this Settlement, which is Six Hundred Twenty Five Thousand Dollars and Zero Cents (\$625,000.00).

23. Judgment. “Judgment” means a Judgment of the Court in accordance with California Rules of Court Rule 3.769(h).

24. LWDA. “LWDA” shall mean the California Labor and Workforce Development Agency.

25. LWDA Fund. “LWDA Fund” shall mean the amount payable to the LWDA pursuant to this Joint Stipulation, which shall be Thirty Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00). This amount shall be deemed to be seventy-five percent (75%) of an overall amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount which shall be allocated to PAGA penalties. The remaining amount of such allocation, Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) shall be deemed part of the

Net Settlement Amount and shall be accordingly distributed to the Eligible Class Members as a proportionate part of their Eligible Class Member Shares, proportionate to their number of Eligible Class Member Workweeks.

26. LWDA Fund Remainder. “LWDA Fund Remainder” shall mean the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) referenced in Section I.25 above.

27. Named Plaintiff. “Named Plaintiff” shall mean Plaintiff September Douglas.

28. Named Plaintiff Service Award. “Named Plaintiff Service Award” shall mean the amount approved by the Court to be paid to Plaintiff September Douglas in addition to her individual Eligible Class Member Shares, in consideration for her effort in coming forth as a class and PAGA representative, and in consideration for her General Release, as defined herein. The Parties agree that such amount shall be Ten Thousand Dollars and Zero Cents (\$10,000.00), subject to the Court’s approval. Plaintiff September Douglas must sign a separate Settlement Agreement and General Release in exchange for receiving her individual portion of the Named Plaintiff Enhancement.

29. Net Settlement Amount. “Net Settlement Amount” shall mean the Gross Settlement Amount minus (a) Settlement Administration Costs, (b) Class Counsel Fees and Costs; (c) the LWDA Fund, and (d) the Named Plaintiff Service Award.

30. Notice Packet: “Notice Packet” shall mean a packet mailed by the Settlement Administrator pursuant to Section II.5 below, containing the Class Notice, and any other accompanying documents required by this Settlement and/or Preliminary Approval.

31. Opt-Out(s). “Opt-Out(s)” shall mean Class Members who have submitted an Opt-Out Request.

32. Opt-Out Request. “Opt-Out Request” shall mean a timely and valid written request for exclusion from the Settlement by a Class Member, pursuant to the provisions of Section II.6 below.

33. PAGA. “PAGA” shall mean the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698, *et seq.*

34. Party. “Party” shall mean, individually, one of the Parties, and each of them.

35. Preliminary Approval. “Preliminary Approval” shall mean an order of the Court preliminarily approving this Settlement pursuant to California Rules of Court Rule 3.769, granting conditional Class Certification for purposes of the Settlement Administration Procedures, certifying Class Counsel, approving the form of Class Notice, establishing Settlement Administration Procedures, and scheduling a Final Approval Hearing.

36. QSF / Qualified Settlement Fund. “QSF” or “Qualified Settlement Fund” shall mean the Qualified Settlement Fund established by the Settlement Administrator for the payment of the Settlement Payment Amount.

37. Released Claims. The term “Released Claims,” as applied to releases by Eligible Class Members, shall mean any and all facts, claims, demands, liabilities, damages, attorneys’ fees, costs, and penalties against Released Parties, asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including but not limited to claims arising from alleged unpaid wages; minimum wages; regular wages; overtime and double time wages; meal and rest period violations; unpaid reimbursements and expenses; untimely payment of wages; wage statement violations; separation pay violations; failure to maintain accurate records; unauthorized deductions from wages; and PAGA penalties during the Class Period. Regardless of whether Class Members opt-out of the Class Settlement, this Settlement shall release all PAGA claims as alleged on behalf of all Class Members, as detailed herein.

(a) Nothing herein shall operate to release any claims in the pending matter *September Douglas v. East Coast Assemblers et al.*, Fresno County Superior Court Case No. 22-CECG-00165.

38. Released Parties. “Released Parties” shall mean Defendant East Coast Assemblers, Inc. dba National Assemblers, Inc., its parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

39. Settlement Administrator. “Settlement Administrator” means the third-party class action administrator jointly selected by the Parties and/or appointed by the Court to perform the Settlement Administration Duties. The Parties have agreed to use Phoenix Class Action Administration Solutions.

40. Settlement Administrator Declaration. “Settlement Administrator Declaration” shall mean a declaration attesting, in detail, to the steps taken through the date of such declaration in performing the Settlement Administration Duties, that the procedures contemplated in Sections II.4 through II.6 below are complete, and that the Settlement Administrator has all information needed to perform any remaining Settlement Administration Duties, including calculation of the amounts of the respective Eligible Class Member Shares.

41. Settlement Administration Costs. “Settlement Administration Costs” shall mean the fees and expenses reasonably and necessarily incurred by the Settlement Administrator as a result of performing the Settlement Administration Duties. Settlement Administration Costs shall be paid from the Gross Settlement Amount. The Parties estimate that Settlement Administration Costs shall be up to \$15,000.00. Should any actual Settlement Administration Costs turn out to be less than the projected amount, the Parties agree that the savings will be allocated to the Net Settlement Amount, to be distributed to Eligible Class Members in proportion to their respective numbers of Eligible Class Member Workweeks. Should the actual reasonable and necessary Settlement Administration Costs be more than the above estimate amount, the additional Settlement Administration Costs will be paid from the Gross Settlement Amount.

42. Settlement Administration Duties. “Settlement Administration Duties” shall mean the duties of the Settlement Administrator as set forth in this Agreement and as may be ordered by the Court.

43. Settlement Payment Amount. “Settlement Payment Amount” shall mean the Gross Settlement Amount, consisting of several elements including, without limitation: Eligible Class Member Shares, Settlement Administration Costs, the Named Plaintiff Service Award, the LWDA Fund, Class Counsel Fees and Costs, the Net Settlement Amount, and Eligible Class Members’

portion of withholdings, contributions, and deductions.

44. Void *Ab Initio*. “Void *Ab Initio*” shall mean a circumstance in which this Agreement is null and void and the Parties shall be returned to conditions such that the Agreement had never been entered into. Such circumstance will be deemed to exist only if any of the following having occurred: (a) the Court has so ordered; (b) any of the Parties have materially breached this Agreement and either such breach cannot be cured, or after reasonable notice to the breaching Party and a reasonable opportunity to cure such breach to the satisfaction of the non-breaching Parties, the breaching Party has failed to do so, unless (i) the non-breaching Parties have stipulated in writing that such breach is non-material; or (ii) the Court has ruled that such un-cured or un-curable breach is non-material; (c) conditions have become such (including, for example, that the Court has refused to approve the Settlement) that the Effective Date has not occurred and cannot occur in the future; and/or (d) as otherwise specifically provided for in this Agreement.

45. Work Week. “Work Week” shall mean a continuous period of seven (7) calendar days, commencing with Sunday at 12:00 a.m., wherein any such calendar days in such period, are also within the Class Period.

II. TERMS AND CONDITIONS OF SETTLEMENT

In addition to the definitional elements set forth above, the terms and conditions of the class settlement shall be as follows:

1. Contentions and Defenses: Compromise. The Parties have determined that this Settlement represents a fair and reasonable compromise of disputed claims for wages and other monetary and non-monetary relief, following a reasonably thorough investigation. The Parties have entered into this Settlement to avoid the inherent risks and costs of further litigation. Named Plaintiff do not stipulate that this Settlement represents the maximum extent of such relief to which she or the Class would be entitled if the Action was to be further litigated. Defendant does not stipulate that, should the Action be further litigated, Named Plaintiff and/or the Class would be entitled to any relief whatsoever. Neither Named Plaintiff nor Defendant admit to any unlawful conduct or wrongdoing. The Parties hereby reserve all of their rights to litigate the Action and

seek all available forms of relief should this Settlement not be given effect.

2. Confidentiality and Class Member Communications. Until Class Counsel files a Motion for Preliminary Approval, the Parties will keep the existence and terms of Settlement strictly confidential. Until such time, Class Counsel may discuss the terms of this Settlement with Class Members other than the Named Plaintiff only if such additional Class Members initiate contact with Class Counsel in such regard. No Party or their counsel may otherwise make any public statement or comment or make any disclosures of any kind about this Settlement to anyone, including without limitation, the public, or press, or on any public or semi-public forum on the internet (such as social media) without the express written permission of each of the other Parties. Such confidentiality provisions shall remain in force following Preliminary Approval as well, with the following exceptions: (a) the Settlement Administrator may take steps reasonably necessary to perform Settlement Administration Duties; (b) Class Counsel and Named Plaintiff may take reasonably necessary steps to perform their duties as such; and (c) Class Counsel may list or disclose this Action and Settlement as among their handled cases in court filings or motions only, but may not disclose the terms of the Settlement on any firm publication or other public media. In the interest of permitting the Class Notice and administration process to function on its own, Named Plaintiff agrees not to discuss this Settlement with any Class Members or any other individuals except for her attorneys, financial representatives, accountants and/or spouse. Defendant agrees not to discourage Class Members from, and agree not to encourage them to, exercise any of their rights or obligations pursuant to this Agreement. Defendant will instruct their officers, directors, managers and supervisors that that, should they be contacted by Class Members or persons who believe they may be Class Members in relation to this Agreement, such officers, directors, managers and supervisors should make no comment except by directing the employees to the Settlement Administrator.

3. Preliminary Approval. As soon as possible following execution of this Agreement, Class Counsel shall move the Court for Preliminary Approval. Class Counsel will submit therewith a proposed order and any necessary declarations in support of Preliminary Approval.

The Parties shall give all reasonable cooperation necessary to obtain Preliminary Approval from the Court.

4. Settlement Administration Procedures – Class List. Within twenty one (21) days of Defendant's receipt of notice of entry of Preliminary Approval, Defendant shall cause to be delivered as confidential and privileged information by email or otherwise to the Settlement Administrator a list of the Class Members that includes their names, last known address(es), full social security numbers, and dates of employment with Defendant in a Class Position during the Class Period, all of which information shall be based upon Defendant's reasonably available business records and/or the best reasonably available personal knowledge of Defendant's employees and agents.

5. Settlement Administration Procedures – Notice to Class.

Prior to notifying Class Members of their award, the Settlement Administrator will calculate the estimated Eligible Class Member Shares of each respective Class Member, based upon an assumption that all Class Members will become Eligible Class Members, that no Class Member Objections, Opt-Out Requests, or other disputes pursuant to Section II.6 below will be submitted, and that no Class Members will be added to the Class. The approximate amounts of such estimated Eligible Class Member Shares will be disclosed on an individual basis in each Class Member's respective Class Notice, along with the basis of the calculation of such shares in relation to the number of Class Member Work Weeks for each such Class Member.

Within ten (10) days after delivery of the information described in Section II.4 above, the Settlement Administrator will mail a Notice Packet to each Class Member via United States Mail, first class, postage pre-paid to each Class Member's last-known address.

If any mailed Notice Packets are returned as undeliverable, then the Settlement Administrator shall have thirty (30) days from receipt of notice that a Notice Packet was undeliverable to perform one "skip trace" or similar search and to re-mail the same Notice Packet (or a true and correct copy thereof) to any new addresses disclosed by such search via first-class regular U.S. Mail indicating on the Notice the date it was re-mailed, and including written notice

that a Class Member has fifteen (15) days to respond to a re-mailed Notice via either Objection or Opt-Out Request.

If the process set forth in this paragraph and any other procedures ordered by the Court are followed, the Class Notice will be deemed to have been adequately provided to all Class Members. In the event the procedures in the Agreement are followed and a Class Member, nonetheless, does not receive the Notice Packet, the intended recipient shall remain a Class Member, and will be deemed an Eligible Class Member, unless such intended recipient submits a Class Member Objection or Opt-Out Request.

6. Settlement Administration Procedures – Class Member Objections, Opt-Out Requests, and Disputes Concerning Class Member Status and Number of Class Member Work

- (a) *Class Member Objections – Filing and Service:* Any member of the Settlement Class who wishes to make a Class Member Objection must give written notice to the Settlement Administrator, with such notice being received by the Settlement Administrator within thirty (30) days of mailing of the Notice Packets to the Class Members. Such written notice shall contain the relevant Class Member's name, address, telephone number, and signature, as well as a statement to the effect that the Class Member objects to the settlement, the basis and/or reason for such objection.
- (b) *Class Member Objections – Responses:* Upon receipt of any documents purporting to be Class Member Objections, the Settlement Administrator shall forthwith forward such documents to Class Counsel and Defendant's Counsel by e-mail and United States Mail. Following receipt of such documents, Class Counsel and Defendant's Counsel shall confer regarding such documents purporting to be Class Member Objections. Class Counsel shall file with the Court, in a separate document along with their motion for Final Approval, a joint statement, not to exceed ten (10) pages, containing the Parties' points and authorities in response to such documents purporting

to be Class Member Objections, along with copies of such Class Member Objections. If the Parties' responses differ in any respect, the jointly-held positions shall be set forth in a separately entitled section, and the differently-held positions shall be set forth in further separately-entitled sections of the joint response. The Parties may attach evidence to the joint response, which shall not count toward the page limit. If the volume of documents purporting to be Class Member Objections is sufficiently large such that ten (10) pages is insufficient for the joint response, the Parties (or any of them) may apply to the Court for an increase in the number of such pages. Should the Parties receive any untimely-filed, received, or sent documents purporting to be Class Member Objections (or should the Parties receive them less than ten (10) days prior to any due date for the motion for Final Approval), the Parties may file a further such joint response at any time prior to the Final Approval Hearing, but in any event not later than ten (10) days after receiving such untimely documents.

- (c) *Opt-Out Requests:* Any member of the Settlement Class who wishes to make an Opt-Out Request must deliver written notice (to include the relevant Class Member's name, address, telephone number, and signature) to such effect to the Settlement Administrator, with such notice being received by the Settlement Administrator within thirty (30) days of mailing of the Notice Packets to the Class Members. Such written notice shall set forth a statement to the effect that the Class Member does not wish to be part of, to be bound by, and/or to receive funds pursuant to the Settlement. The Settlement Administrator shall give Class Counsel and Defendant's Counsel no less than weekly notice of the number of Class Members who have submitted Opt-Out Requests, as well as copies of any such Opt-Out Requests upon request. Should any of the Parties wish to dispute the

validity of any documents purporting to be Opt-Out Requests, they shall notify the Settlement Administrator and all other Parties via e-mail and United States Mail within ten (10) days of receiving such documents, and in so doing they shall state the factual and legal basis for such dispute. Prior to the deadline for submitting its declaration described in Section II.7 below, the Settlement Administrator shall make a determination as to the validity of the disputed Opt-Out Requests, and shall set forth its determinations in such declaration. The Settlement Administrator's decisions in such regard shall be final and binding.

(d) *Disputes Concerning Class Member Status:* Should any person who does not receive a Class Notice directed to him or her wish to come forward purporting to be a Class Member, such person shall notify the Settlement Administrator, no later than thirty (30) days after the Settlement Administrator's mailing of the Class Notice Packets. The Settlement Administrator shall forthwith send any such documents to Class Counsel and Defendant's Counsel via email and/or United States Mail. Upon receipt of such notice, Defendant shall investigate the matter, including with reference to its business records, and shall determine whether the person is a Class Member. Then, within ten (10) days of receipt of such notice, Defendant shall notify the Settlement Administrator and Class Counsel as to its determination of the person's status as a Class Member. Defendant's determination in such regard shall control. If the person is determined to be a Class Member, the Settlement Administrator shall mail that person a Notice Packet, whereupon the same procedures for submitting Class Member Objections, Opt-Out Requests, and Disputes Concerning Work Weeks set forth in this Agreement shall apply to such person.

(e) *Disputes Concerning Class Member Work Weeks:* The Class Notice sent to

each Class Member shall separately set forth that person's estimated number of Class Member Work Weeks, which will be calculated based Defendant's records. If for any reason a Class Member disagrees with such estimate, such Class Member shall deliver written notice to such effect to the Settlement Administrator, with such notice being received by the Settlement Administrator within thirty (30) days of mailing of the Notice Packet to the Class Members. Such notice shall set forth the Class Member's basis for such disagreement, including any and all documents supporting such basis. Upon receipt of such notices, the Settlement Administrator shall forthwith send it to Class Counsel and Defendant's Counsel, via e-mail and United States Mail. Defendant shall investigate the matter, including by examining its business records, and shall, within ten (10) days of receiving notice, inform Class Counsel and the Settlement Administrator as to its determination regarding the Class Member's number of Class Member Work Weeks. In the event that the Class Member does not provide any supportive documentation, Defendant's determination shall control. In the event that the Class Member does provide supportive documentation, Defendant shall, within the same ten (10) day period, either notify the Settlement Administrator and Class Counsel that they stipulate to the Class Member's assertions regarding his or her number of Class Member Work Weeks, or shall notify them that they dispute such assertions, and shall provide the Settlement Administrator and Class Counsel with their proposed determination, and the factual basis therefor, and any supporting documentation. The Settlement Administrator shall then determine the Class Member's number of Class Member Workweeks, and its determinations shall control.

(f) Named Plaintiff hereby agrees that she will not submit a Class Member

Objection or an Opt-Out Request. Any submissions by Named Plaintiff purporting to be a Class Member Objection or an Opt-Out Request shall be null and void.

- (g) No determinations by Defendant, the Settlement Administrator, the Court, or any other person or entity pursuant to this Section II.6 shall have the effect of increasing the amount of the Gross Settlement Amount. Rather, any additional amounts to be distributed to any Class Member as a result of the resolution of such disputes shall be made in conjunction with and subject to a proportionate reduction in other Eligible Class Members' Eligible Class Member Shares, with specific amounts to be determined by the Settlement Administrator.

7. Settlement Administration Procedures – Settlement Administrator Declaration.

Within ten (10) days of the expiration of all the time periods provided for in Sections II.4 through II.6 above, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the Settlement Administrator Declaration. Should the Settlement Administrator be unable to provide the Settlement Administrator Declaration at such time, it shall forthwith notify Class Counsel and Defendant's Counsel, who shall cooperate with the Settlement Administrator to forthwith remedy any such inability.

8. Motion for Final Approval. By the later of (a) ten (10) days of Class Counsel's receipt of the declaration required of the Settlement Administrator by Section II.7 above; or (b) sixteen (16) court days prior to the Final Approval Hearing, Class Counsel shall file and serve upon Defendant and the Settlement Administrator a motion for Final Approval, and shall include the Settlement Administrator's Declaration with such filing. Should the date of Class Counsel's receipt of the Settlement Administrator Declaration be less than ten (10) days prior to the court day that is sixteen (16) court days prior to the Final Approval Hearing, Class Counsel shall make reasonable efforts to file its motion for Final Approval not later than sixteen (16) court days prior. If Class Counsel is unable to do so, or if Class Counsel otherwise believes based on other

circumstances they will not be able to file a timely motion for Final Approval, they shall seek *ex parte* or other emergency relief from the Court in the form of shortening of the time for filing and serving the Motion for Final Approval, or re-scheduling of the Final Approval Hearing. Defendant shall cooperate in the seeking and obtaining of such relief.

9. Release. The Settlement includes a release of Released Claims against the Released Parties for the Class Period as defined above. Each Eligible Class Member shall be deemed, as of the Effective Date, to have provided and to be subject to the release of Released Claims against the Released Parties set forth in herein.

10. Enforcement. This Agreement is enforceable pursuant to California Rules of Court Rule 3.769(h). If any Party is required to seek relief for an alleged breach of this Agreement, the prevailing party shall be awarded its reasonable attorney's fees and costs including, if necessary, attorney's fees in connection with collection efforts or enforcement of the confidentiality provisions of this Agreement; provided however, that the aggrieved Party shall be required to give notice to the opposing Party and meet and confer regarding the alleged breach before filing any motion, or application for enforcement of, this Agreement.

11. Taxation and Withholding; Settlement Checks.

- (a) *Allocation.* The Parties agree that ten percent (10%) of the Net Settlement Amount shall be allocated to Form W-2 wages, forty five percent (45%) of the Net Settlement Amount shall be allocated to interest subject to Form 1099 report, and forty five percent (45%) of the Net Settlement Amount be allocated to penalties (including the LWDA Fund Remainder) and other non-wages subject to Form 1099 reporting, and that the same allocations shall apply to each of the Eligible Class Member Shares. This allocation is for purposes of this Settlement only. Defendant will be responsible for the employer's share of the taxes on the that ten percent (10%) of the Net Settlement Amount allocated to Form W-2 wages. The Settlement Administrator will pay from the QSF each Eligible Class Member Share,

the Eligible Class Members' shares of payroll taxes, deductions, contributions, and other amounts required to be paid to government agencies and/or tax authorities. The payment of such taxes, deductions, contributions and other amounts shall be calculated based upon Defendant's reasonably available records. The Settlement Administrator shall provide reasonable notice to Defendant's Counsel of any records required for purposes of computing taxes, deductions, contributions and other amounts, and Defendant shall undertake reasonable efforts to provide the Settlement Administrator with same. The Settlement Administrator shall provide, as appropriate, an IRS Form W-2 and Form 1099, and any other tax documentation required by law, to each Eligible Class Member payee. Any necessary employer tax contributions resulting from issuance of the Settlement shall be in addition to the Gross Settlement Amount.

- (b) *Circular 230 Disclaimer.* Each of the Parties acknowledges and agrees that (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their respective counsel and/or other advisers is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Circular 230 (31 CFR part 10, as amended); (2) each Party (a) has relied exclusively upon his, her or its own, independent legal and tax advisors for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any Counsel or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any other Counsel or advisor to any other Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to any other Party has imposed any limitation that

protects the confidentiality of any such attorney's or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement. Neither Class Counsel nor Defendant or Defendant's Counsel will provide tax or financial advice, and Class Members are advised to seek independent professional advice as to the tax or financial consequences of any payment they receive, or may receive, as Class Members.

- (c) *No Effect on Employee Benefits.* The Eligible Class Member Shares shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Eligible Class Members.
- (d) *Non-Negotiated Instruments of Payment.* The expiration date of any instruments of payment issued by the Settlement Administrator to Eligible Class Members will be one hundred eighty (180) days from the date such instruments are issued and sent. The monies of any such instruments of payment that are not negotiated by Eligible Class Members within one hundred eighty (180) calendar days of the date of mailing of the instruments of payment shall be paid to a cy-pres organization, Safe Place for Youth, which supports "projects that will benefit the class or similarly situated persons, or that promote the law consistent with the objectives and purposes of the underlying cause of action, to child advocacy programs, or to nonprofit organizations providing civil legal services to the indigent" pursuant to Cal. Code. Civ. Proc. § 384.

12. Defendant's Payment of the Settlement Payment Amount. Upon the Effective Date, the Settlement Administrator shall forthwith establish all financial accounts necessary to establish the Qualified Settlement Fund, and shall promptly notify Defendant's Counsel and Class Counsel

by email that such accounts have been established and of the payment details necessary to fund the Qualified Settlement Fund. The Settlement Administrator shall also advise Defendant as to any amounts Defendant will be required to pay for its respective portion of any payroll taxes, deductions, contributions and other amounts required to be paid to government agencies and/or tax authorities as a result of this Settlement (hereinafter, "Defendant's Payroll Tax"), if any exist. Within thirty (30) calendar days of Defendant's receipt of such notice from the Settlement Administrator, and provided that the Effective Date has occurred, Defendant shall make such payment, not to exceed, in aggregate, the Settlement Payment Amount, which will be inclusive of Defendant's Payroll Tax. Within ten (10) days after all funds necessary to fully fund the Qualified Settlement Fund are in the accounts established by the Settlement Administrator and are available for disbursement, the Settlement Administrator shall disburse, pursuant to this Settlement and other applicable law, the corresponding Eligible Class Member Shares to each Eligible Class Member, as well as the LWDA Fund, the Named Plaintiff's Enhancement, the Settlement Administration Costs, and the Class Counsel Fees and Costs. In disbursing the LWDA Fund, the Settlement Administrator shall also submit to the LWDA any information or documentation required for such disbursement, such as a copy of the Court's Final Approval order. The Settlement Administrator shall promptly notify Class Counsel and Defendant's Counsel by email that such disbursements and submissions have been made.

13. Cooperation and Reasonable Modifications. The Parties and their respective counsel will cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth in this Agreement, including without limitation, timely filing of all motions, papers and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly the submission of any objection to this Agreement, the submission of any Class Member Objection or Opt-Out Request, or any appeal or petition for writ proceedings seeking review of any order or judgment contemplated by the Settlement. This Agreement contemplates that the Court and the Parties may make reasonable modifications to the Agreement in order to effect its essential terms and to obtain Preliminary Approval and Final Approval. Such modifications shall

not render this Agreement Void *Ab Initio*, but rather the Parties shall stipulate to such reasonable modifications and take all necessary steps to give them effect.

14. Warranty of Authority. The undersigned each represent and warrant that each has authority to enter into this Settlement, and that by doing so they are not in breach or violation of any agreement with any third parties. The Parties further agree that the Action shall be stayed in all respects until the final payment called for by this Settlement is made pending the occurrence or failure of the Effective Date, except for the purpose of filing motions for Preliminary Approval and Final Approval.

15. Notices to Counsel. All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class United States Mail, to the undersigned persons at their respective addresses as set forth herein (and, to the extent notice by email is called for), the below email addresses shall be used:

Counsel for Plaintiff:	Counsel for Defendant:
Matthew J. Matern, SBN 159798 mmatern@maternlawgroup.com Joshua D. Boxer, SBN 226712 jboxer@maternlawgroup.com Clare E. Moran, SNB 340539 cmoran@maternlawgroup.com MATERN LAW GROUP, PC 1230 Rosecrans Avenue, Suite 200 Manhattan Beach, California 90266 Telephone: (310) 531-1900 Facsimile: (310) 531-1901	Jason A. Geller, SBN 168149 jgeller@fisherphillips.com Kevin L. Quan, SBN 317798 kquan@fisherphillips.com FISHER & PHILLIPS LLP One Montgomery Street, Suite 3400 San Francisco, California 94104 Telephone: (415) 490-9000 Facsimile: (415) 490-9001

16. Notice to LWDA. Class Counsel shall be responsible for giving any required notice of this Settlement to the LWDA.

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17. Entire Agreement. This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers or terminations of this Agreement, shall be valid or binding, unless executed in writing by all of the Parties to this Agreement. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

18. Arbitration. Nothing in this Agreement shall be construed or deemed to result in a waiver of any right to arbitrate or to compel arbitration as to any claims other than the Released Claims of Eligible Class Members.

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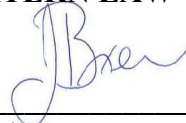
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19. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including pdf's or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

Dated: June 30, 2023

MATERN LAW GROUP, PC

By: _____



Matthew J. Matern

Joshua D. Boxer

Clare E. Moran

Attorneys for Plaintiff

SEPTEMBER DOUGLAS, individually and
on behalf of others similarly situated and
aggrieved

Dated: June _____, 2023

FISHER & PHILLIPS LLP

By: _____

Jason A. Geller

Kevin L. Quan

Attorneys for Defendant

EAST COAST ASSEMBLERS, INC

PLAINTIFF

Dated: 06-26-2023


September Douglas (Jun 26, 2023 15:32 CDT)

Plaintiff September Douglas

**DEFENDANT EAST COAST
ASSEMBLERS, INC.**

Dated: _____

19. Counterparts. This Agreement may be executed in counterparts by way of true and correct copies (including pdf's or other electronic images) of signatures, each of which shall have the same force and effect as an original, and all of which together shall constitute one and the same instrument.

Dated: June _____, 2023

MATERN LAW GROUP, PC

By: _____

Matthew J. Matern

Joshua D. Boxer

Clare E. Moran

Attorneys for Plaintiff

SEPTEMBER DOUGLAS, individually and
on behalf of others similarly situated and
aggrieved

Dated: June 29, 2023

FISHER & PHILLIPS LLP

By:  _____

Jason A. Geller

Kevin L. Quan

Attorneys for Defendant

EAST COAST ASSEMBLERS, INC

PLAINTIFF

Dated: _____

Plaintiff September Douglas

**DEFENDANT EAST COAST
ASSEMBLERS, INC.**

Dated: 06/29/2023 _____

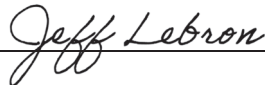
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EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights are affected by whether you act or do not act, so read this notice carefully.

TO: All persons who worked for East Coast Assemblers, Inc. classified as a non-exempt employee in the State of California from December 22, 2017 to April 3, 2023.

The California Superior Court, County of Fresno has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All persons who worked for East Coast Assemblers, Inc. classified as a non-exempt employee in the State of California from December 22, 2017 to April 3, 2023.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?.....	Page 2
2. What Is This Case About?.....	Page 2
3. Am I a Class Member?.....	Page 2
4. How Does This Class Action Settlement Work?	Page 2
5. What Are My Options?	Page 3
6. How Do I Opt Out or Exclude Myself from This Settlement?.....	Page 3
7. How Do I Object to the Settlement?	Page 4
8. How Does This Settlement Affect My Rights? What Are the Released Claims?	Page 4
9. How Much Can I Expect to Receive from This Settlement?	Page 5
10. How Will the Attorneys for the Class and the Class Representative Be Paid?	Page 5

1. *Why Have I Received This Notice?*

East Coast Assemblers, Inc.'s records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from December 22, 2017 through April 3, 2023 (the "Class Period").

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of Fresno. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], 2023 at [time a.m./p.m.], before Judge Jonathan Skiles, located at 1130 O Street, Fresno, California Department 403.

This Notice, which has been approved by the Court, is only a summary. A more detailed Joint Stipulation of Class Action Settlement and Release of Claims ("Settlement Agreement") is on file with the Court, where it is available for your review.

2. *What Is This Case About?*

The Action entitled *September Douglas v. East Coast Assemblers, Inc.* was commenced by Plaintiff September Douglas (the "Plaintiff") in the Fresno County Superior Court (Case Number 21CECG0378) against East Coast Assemblers, Inc. ("Defendant") on alleged claims for failure to pay minimum wages, failure to pay overtime, failure to provide meal and rest periods, failure to timely pay wages during employment, failure to timely pay final wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, unauthorized deductions from wages, violation of Business and Professions Code section 17200, and violations of the California Labor Code Private Attorneys General Act of 2004.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit whatsoever. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

Instead, both sides agreed to resolve the lawsuit after weighing the risks and benefits of this Settlement compared with those of continuing the Lawsuit, with no decision or admission of who is right or wrong. The factors considered included the uncertainty and delay associated with continued legal proceedings, a trial and appeals, and the uncertainty of several important legal issues that have yet to be determined. The Parties balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interest of the Class Members.

If the Lawsuit continued, the Court might rule in favor of Defendant and the Class Members might not receive any recovery or monetary compensation. Defendant agreed to this proposed Settlement in order to avoid the expense and distraction associated with continued legal proceedings and the chance that the Court might rule in favor of the Class Members.

3. *Am I a Class Member?*

You are a Class Member if you are currently or were formerly employed by Defendant as a non-exempt employee in the State of California at any time from December 22, 2017 to April 3, 2023.

4. *How Does This Class Action Settlement Work?*

In this Action, Plaintiff sued on behalf of herself and all other similarly situated and aggrieved employees who were employed by Defendant as non-exempt employees in the State of California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members.” The Settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

The Parties believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail.

5. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will remain a Class Member, represented by Class Counsel.
 - You will receive an Individual Settlement Payment based on the total number of workweeks you were employed and classified as a non-exempt employee in the State of California during the Class Period. You will release all of the Released Claims, as defined in Section No. 8 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 8 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out” by submitting a Request for Exclusion, which will remove you from the Class and this Action.
 - If you submit a timely and valid Request for Exclusion, you will **not** receive **any** Individual Settlement Payment from the Class portion of the settlement, but will receive a portion of the settlement allocated to PAGA.
 - If you opt out, you may not object to the Settlement and will not be bound by the release provisions in the Settlement Agreement (as defined in Section No. 8 below). You will be free to pursue any claims you may have against Defendant on your own behalf, but Class Counsel will not represent you.
- **OBJECT:** You may object to the Settlement by timely submitting a written objection. If you would like to object, you may not opt out of this Settlement.

- If the Court grants final approval of the settlement despite your objection, you will receive a share of the Individual Settlement Payment and will be bound by the release provisions of the Settlement Agreement with respect to the California Labor Code, California Industrial Welfare Commission Wage Orders, California Private Attorneys General Act of 2004 under California Labor Code §§ 2968, *et seq.*, and the California Unfair Competition Law under California Business and Professions Code §§ 17200 *et seq.*

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Opt Out or Exclude Myself from This Settlement” and “How Do I Object to the Settlement?”

6. *How Do I Exclude Myself (or “Opt Out”) from This Settlement?*

If you do not want to take part in the Settlement, you must mail a completed Request for Exclusion form (attached to this Notice) to the Settlement Administrator. The Request for Exclusion must: (a) state your name, address, and telephone number; (b) state your intention to not wish to be part of, to be bound by, and/or to receive funds pursuant to the Settlement; (c) be addressed to the Settlement Administrator; (d) be signed by you or your lawful representative; and (e) be postmarked no later than **[the Response Deadline]**. You must mail your Request for Exclusion to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

The Final Judgment entered following approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (Eligible Class Members).

7. *How Do I Object to the Settlement?*

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing a written objection and mailing it to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 by **[the Response Deadline]**. The objection must state: (a) your full name, address, telephone number and signature; and (b) describe, in clear and concise terms, the legal and factual arguments supporting the objection.

Class Members who submit a timely Notice of Objection will have a right to appear at the Final Settlement Approval Hearing in order to have their objections heard by the Court. Class Members who timely file valid objections to the Settlement may appear at the Final Approval Hearing, either in person or through the objector’s own counsel, provided the objector has first notified the Settlement Administrator by sending his/her written objections to the Settlement Administrator, **postmarked** no later than **[the Response Deadline]**.

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

Again, to be valid and effective, any objections must be mailed to the Settlement Administrator **postmarked** on or before on or before **[the Response Deadline]**.

If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Payment and will be bound by the terms of the Settlement.

PLEASE NOTE: If you do not wish to be represented by Class Counsel, you may hire your own attorney at your own expense. Your attorney must send a Notice of Appearance to the Settlement Administrator, Phoenix

Settlement Administrators, so that it is **postmarked** on or before [insert date]. You will be responsible for any attorneys' fees and costs charged by your attorney.

8. *How Does This Settlement Affect My Rights? What Are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement by filing timely, valid Requests for Exclusion will be bound by the Court's Final Judgment and will fully release and discharge Defendant East Coast Assemblers, Inc., its parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them ("Released Parties") from the Released Claims. The Released Claims are as follows:

Any and all claims, demands, liabilities, damages, attorneys' fees, costs, and penalties against Released Parties, relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including but not limited to claims arising from alleged unpaid wages; minimum wages; regular wages; overtime and double time wages; meal and rest period violations; unpaid reimbursements and expenses; untimely payment of wages; wage statement violations; separation pay violations; failure to maintain accurate records; unauthorized deductions from wages; and PAGA penalties during the Class Period.

Regardless of whether or not you opt out of the class settlement, any claims for penalties under the California Labor Code Private Attorneys General Act, codified in California Labor Code section 2698 *et seq.*, for the underlying Labor Code violations alleged will be released and settled through this Settlement.

If you do NOT exclude yourself from the Settlement by following the procedures set forth in the Request for Exclusion and the Court approves the proposed Settlement, you will be deemed to have entered into the Release in the Settlement Agreement.

9. *How Do I Receive a Payment?*

The total maximum amount that Defendant is required to pay under this Settlement is \$625,000 ("Gross Settlement Amount" or "GSA").

The "Net Settlement Amount" or "NSA" means the portion of the Gross Settlement Amount available for distribution to Class Members after the deduction of (1) the Named Plaintiff Enhancement Payment to Plaintiff September Douglas in an amount up to \$10,000, for prosecution of the Action; (2) reasonable Settlement Administration Costs to the Settlement Administrator, Phoenix Settlement Administrators; (3) civil penalties of \$50,000 under PAGA (75% (\$37,500) allocated to the California Labor Workforce Development Agency ("LWDA") and 25% (\$12,500) allocated to the Net Settlement Amount and distributed to Class Members as a proportionate part of their Class Member Shares, based on Work Weeks); and (4) payment to Class Counsel for Class Counsel Fees in an amount not to exceed one-third of the Gross Settlement Amount for attorneys' fees; and (5) reasonable litigation costs. All of these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount, will be proportionately distributed amongst all Class Members who have not opted out. The Settlement Administrator will calculate the individual settlement payment for Eligible Class Members. Each Eligible Class Member will receive a

proportionate share of the Net Settlement Amount that is equal to first, dividing the Net Settlement Amount by the total number of Eligible Class Member Work Weeks to arrive at the Eligible Class Member Work Week Rate, and then second, by multiplying the resulting Eligible Class Member Work Week Rate by the total number of Eligible Class Member Work Weeks for each respective Eligible Class Member. Therefore, the value of each Eligible Class Member's Individual Settlement Payment ties directly to the amount of weeks that he or she worked.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ _____, less taxes. This is based on East Coast Assemblers, Inc.'s records, which show you worked ____ Eligible Work Weeks during the Class Period.

If you believe the number of Eligible Work Weeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Email: info@phoenixclassaction.com on or before [the Response Deadline].

One-tenth of your Individual Settlement Payment will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Payment only and reported on an IRS Form W-2. The remaining nine-tenths of your Individual Settlement Payment will be treated as penalties, interest, and non-wages and will be paid pursuant to an IRS Form 1099.

It is strongly recommended that upon receipt of your Individual Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will pay the amount of your Individual Settlement Share to a non-profit *cy pres* recipient, Safe Place for Youth.

10. Who Represents the Class?

The attorneys that serve as Class Counsel are Matthew J. Matern, Joshua D. Boxer, and Clare E. Moran of Matern Law Group, PC.

If you have questions about the Settlement, or the procedures outlined in this Notice, you should contact Class Counsel. For the purposes of this Notice, Class Counsel to be contacted shall be Joshua D. Boxer (jboxer@maternlawgroup.com) and Clare E. Moran (cmoran@maternlawgroup.com), 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may also contact the Settlement Administrator at the telephone number listed below, toll free. Please refer to East Coast Assemblers, Inc. Class Action Settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at 1130 O Street, Fresno, California 93721, Monday-Friday between 8:00 a.m. and 5:00 p.m.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT B

REQUEST FOR EXCLUSION FROM SETTLEMENT
AND EXCLUSION FROM INDIVIDUAL SETTLEMENT PAYMENT

September Douglas v. East Coast Assemblers Inc., et al.

Fresno County Superior Court

Case No. 21CECG03783

YOU MAY TIMELY SUBMIT THIS REQUEST FOR EXCLUSION *ONLY* IF YOU *DO NOT WISH TO BE INCLUDED IN THE SETTLEMENT* AND IF YOU *DO NOT WISH TO RECEIVE AN INDIVIDUAL SETTLEMENT PAYMENT*.

INSTRUCTIONS:

You must timely complete, sign, and mail this Request for Exclusion if you want to “opt out” of the Settlement and do not want to receive an Individual Settlement Payment. If you choose to continue to pursue the lawsuit, you will have to find new counsel at your own expense.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

NAME AND FORMER NAMES (IF ANY): _____

ADDRESS LINE 1 _____

ADDRESS LINE 2 _____

LAST FOUR DIGITS OF _____

SOCIAL SECURITY NUMBER _____

TELEPHONE NUMBER _____

If you want to be excluded from the Settlement and not receive an Individual Settlement Payment, you must timely file this Request for Exclusion with Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, no later than **[INSERT DATE]**.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the United States and the State of California.

Date: _____, 2023

Signed: _____

[NAME]