

CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class and PAGA Representative Action Settlement Agreement “Settlement” or “Agreement”) is made and entered into by and between Plaintiff Martin Bartholomew, individually, and on behalf of all others similarly situated (“Plaintiff” or “Class Representative”), and Defendants Daikin Comfort Technologies Manufacturing, L.P. f/k/a Goodman Manufacturing, L.P., Goodman Global Holdings, Inc., and Daikin Comfort Technologies North America, Inc. f/k/a Goodman Global Group, Inc. (“Defendants”). Plaintiff and Defendants are collectively referred to herein as “the Parties.”

THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

1. For purposes of this Settlement, “Complaint” refers to the Complaint and First Amended Complaint for Damages, filed and pending in the Superior Court of California, County of Sacramento, Case No. 34-2021-00311588.
2. For purposes of this Settlement, this matter entitled *Martin Bartholomew v. Goodman Manufacturing Company, L.P., et al.*, Superior Court of California, County of Sacramento, Case No. 34-2021-00311588, is referred to herein as the “Action.”
3. For purposes of this Settlement, the “Class Period” is November 23, 2017 through September 30, 2023.
4. For purposes of this Settlement, the “Class” or “Class Members” consist of: All current and former non-exempt employees of Defendants¹ within the State of California at any time during the Class Period. “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. The Parties’ best estimate is that the Class includes approximately 466 individuals who worked approximately 49,000 total workweeks.
5. For purposes of this Settlement, “Class Counsel” means Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour of Bokhour Law Group, P.C.
6. For purposes of this Settlement, “Covered Workweeks” means any week during which a

¹ Defendants Goodman Global Holdings, Inc. and Daikin Comfort Technologies North America, Inc. f/k/a Goodman Global Group, Inc. deny employing any Class Members, but for purposes of this Settlement only adopt the class definition as pled in the Action.

Class Member worked for Defendants in California for at least one day, during the Class Period.

7. For purposes of this Settlement, “Response Deadline” means the date forty-five (45) days after the Settlement Administrator initially mails the Notice of Class Settlement to the Class Members and the last date on which Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 45 calendar days after initial mailing or 15 calendar days from re-mailing. The Response Deadline may be extended only as expressly described herein.

8. For purposes of the Settlement, “Defendants’ Counsel” means Justin T. Curley and Jeffrey A. Nordlander of Seyfarth Shaw LLP.

9. For purposes of this Settlement, “PAGA” means the California Labor Code’s Private Attorneys General Act of 2004 (Cal. Lab. Code § 2698, *et seq.*).

10. For purposes of this Settlement, “PAGA Allocation” means the portion of the Gross Settlement Amount that the Parties have agreed to allocate to resolution of the Released PAGA Claims. The Parties have agreed that the PAGA Allocation will be \$50,000.00 from the Gross Settlement Amount. Pursuant to PAGA, Seventy Five Percent (75%), or \$37,5000.00, of the PAGA Allocation will be paid to the Labor and Workforce Development Agency (“LWDA”) (“PAGA Penalty Payment”), and Twenty Five Percent (25%), or \$12,500, of the PAGA Allocation will be included in the Net Settlement Amount for PAGA Employees (“PAGA Settlement Payment”).

11. For purposes of this Settlement, “PAGA Period” means the period between November 23, 2020 through September 30, 2023.

12. For purposes of this Settlement, “PAGA Employee” means all Class Members that worked for Defendants during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement only, all PAGA Employees are “aggrieved employees” as defined pursuant to PAGA.

13. For purposes of this Settlement, “PAGA Pay Periods” means any pay period during which a PAGA Employee worked for Defendants in California for at least one day during the PAGA Period.

14. For purposes of this Settlement, “PAGA Representative” means Plaintiff.

15. For purposes of this Settlement, “Released Class Claims” mean any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, including but not

limited to state wage and hour claims (including all claims under the California Labor Code) for failure to pay minimum and overtime wages (including any regular rate theories), failure to provide meal periods and pay meal period premiums, failure to authorize and permit rest periods and pay rest period premiums, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to pay wages due and owing, failure to provide compliant wage statements, failure to pay sick pay, interest, penalties, and attorneys' fees, and the related provisions of the Labor Code including but not limited to Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 1199, derivative claims under California Business & Professions Code § 17200, *et seq.*, and all claims under the governing Wage Orders.

16. For purposes of this Settlement, "Released PAGA Claims" means all claims that have been pleaded or could have been pleaded, based upon the factual allegations and issues set forth in the Notice to the LWDA and alleged in Plaintiff's First Amended Complaint, including civil penalties under PAGA, fees, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pleaded in Plaintiff's Notice to the LWDA and the Complaint, including claims for unpaid minimum and overtime wages (including any regular rate theories), failure to provide meal periods, failure to authorize rest periods, failure to pay sick pay, failure to provide accurate wage statements, failure to timely pay wages during employment, failure to timely pay final wages, and failure to keep all requisite payroll records.

17. For purposes of this Settlement, "Settlement Payments" means all of the payments to Settlement Class Members (the "Settlement Class Payments") and all of the payments to PAGA Employees (the "PAGA Settlement Payments").

STIPULATED BACKGROUND

18. On November 22, 2021, Plaintiff submitted a Notice of Intent to Sue to the Labor & Workforce Development Agency. On November 23, 2021, Plaintiff initiated this action by filing the Complaint against Defendants in the Superior Court of California, County of Sacramento.

19. On January 3, 2022, Defendants removed the Action to the United States District Court for the Eastern District of California under the Class Action Fairness Act of 2005.

20. On July 14, 2023, the Parties participated in a day-long mediation with experienced

mediator Tripper Ortman. Following mediation, the Parties accepted a mediator's proposal to resolve the Action and executed a Memorandum of Understanding memorializing the Settlement.

21. On August 3, 2023, the Parties stipulated to remand the Action to the Superior Court of California, County of Sacramento, solely for purposes of seeking approval of the Settlement. The Action is now pending in the Superior Court of California, County of Sacramento.

22. Plaintiff shall file a First Amended Complaint in the Action to add a claim for civil penalties under PAGA as part of the Settlement. Defendants agree to conditionally waive its standing and statute of limitations defenses to Plaintiff's anticipated PAGA claim for purposes of this settlement only. If this Settlement is not finally approved, the Parties shall return to the status quo ante as if the Parties had not entered into this Agreement and Defendants shall have the right to assert any and all defenses to Plaintiff's PAGA claim, including but not limited to that Plaintiff lacks standing to assert a PAGA claim against Defendants and any PAGA claim Plaintiff could attempt to assert is barred by the statute of limitations.

23. The Court has not granted class certification.

24. Solely for purposes of settling this case, the Parties and their respective counsel stipulate and agree that the requisites for establishing class certification with respect to the Class Members have been met and are met.

25. Should, for whatever reason, the Settlement not become effective, the fact that the Parties were willing to stipulate to certification as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Class Members and/or the Class Claims should be certified in a non-Settlement context in this Action or in any other lawsuit. Defendants expressly reserve their right to oppose class certification in this or any other action should this Settlement not become effective.

26. Defendants deny any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Complaint, and Defendants further deny that, for any purpose other than settling this lawsuit, the action is appropriate for class or representative treatment.

27. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Complaint and PAGA Notice.

28. Class Counsel has conducted a thorough investigation into the facts of this Action, including an extensive review of relevant documents, and has diligently pursued an investigation of the claims of the Class against Defendants. Based on its own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendants for the consideration and on the terms set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the Class will not be certified by the Court, defenses asserted by Defendants, and numerous potential appellate issues. Defendants and Defendants' Counsel also agree that the Settlement is fair and in the best interest of the Class.

29. The Parties agree to cooperate and take all steps necessary and appropriate to obtain preliminary and final approval of this Settlement.

30. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval hearing to be conducted by the Court.

PRIMARY TERMS OF SETTLEMENT

31. 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) It is agreed by and among the Settlement Class Members, PAGA Employees, and Defendants that this case and any claims, damages, or causes of action arising out of the disputes which are the subject of this case, be settled and compromised as between the Settlement Class Members, PAGA Employees, and Defendants, subject to the terms and conditions set forth in this Settlement and the approval of the Court.
- (b) Effective Date: The terms of settlement embodied in this Settlement shall become effective when all of the following events have occurred: (i) this Settlement Agreement has been executed by all Parties and their respective counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been given to the Class, providing them with an opportunity to dispute information

contained in the Notice, to opt out of the Settlement, or to object to the Settlement; (iv) the Court has held a final approval hearing and entered a final order and judgment certifying the Class and approving this Settlement; and (v) the later of the following events: (a) seven calendar days have passed since final approval is granted if there are no objections to the settlement; (b) 65 days following notice of entry of the Court's final order approving the Settlement if there are any objections by any Class Member; (c) or if any appeal, writ or other appellate proceeding opposing this Settlement has been filed, then 21 days after when any appeal, writ or other appellate proceeding opposing the Settlement has been resolved finally and conclusively 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.

- (c) Gross Settlement Amount: Defendants' maximum total payment under the Settlement, including all attorney's fees and costs, the Service Payment to the named Plaintiff, the costs of settlement administration, the PAGA Allocation, and any other payments provided by this Settlement, is \$1,000,000.00 ("Gross Settlement Amount"), except that, to the extent that any portions of the Class Members' Settlement Payments constitute wages, Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions.
- (d) Non-reversionary Settlement: No portion of the Gross Settlement Amount will revert to Defendants.
- (e) No Claim Forms Required: Class Members will not be required to submit a claim form to receive their Settlement payment.
- (f) Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting from the Gross Settlement Amount (\$1,000,000.00) the following sums, subject to approval by the Court: (1) attorney's fees (not to exceed one third of the

Gross Settlement Amount, or \$333,333.33); (2) reasonable litigation costs (not to exceed \$20,000.00); (3) the Service Payment (not to exceed \$10,000.00 to the named Plaintiff); (4) the PAGA Penalty Payment in the amount of \$37,500.00 (which is 75% of the PAGA Allocation); and (5) costs of settlement administration (estimated not to exceed \$8,000). Settlement Payments to the Class Members will be calculated by the Settlement Administrator and paid out of the Net Settlement Amount as set forth below.

- (g) Payroll Taxes and Required Withholdings: To the extent that any portions of the Settlement Class Members' Settlement Payments constitute wages, Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. Except for any employer payroll taxes, it is understood and agreed that Defendants' maximum total liability under this Settlement shall not exceed the Gross Settlement Amount. The Settlement Administrator will calculate and submit Defendants' employer share of payroll taxes after advising Defendants of the total amount owed, in aggregate, as employer-side payroll taxes and receiving a lump sum payment from Defendants in that amount when the Gross Settlement Amount is delivered to the Settlement Administrator.
- (h) Settlement Class Payments (Excludes PAGA Settlement Payments): Settlement Class Payments will be paid out of the Net Settlement Amount. Each Settlement Class Member will be paid a pro-rata share of the Net Settlement Amount (less the PAGA Settlement Payment totalling \$12,500.00), as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows:
$$\frac{\text{[Workweeks worked by a Settlement Class Member]}}{\text{[Sum of all Covered Workweeks worked by all Settlement Class Members]}} \times \text{[Net Settlement Amount – all PAGA Settlement Payments]} =$$

individual Settlement Payment for a Settlement Class Member. Settlement Class Payments in the appropriate amounts will be distributed by the Settlement Administrator by mail to the Settlement Class Members. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below.

- (i) PAGA Payments: PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement Administrator. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows:
$$[\text{PAGA Pay Periods worked by a PAGA Employee}] \div [\text{Sum of all PAGA Pay Periods worked by all PAGA Employees}] \times [\text{PAGA Settlement Payment}] = \text{individual PAGA Employee's portion of the PAGA Settlement Payment.}$$
 PAGA Settlement Payments to PAGA Employees in the appropriate amounts will be distributed by the Settlement Administrator by mail to the PAGA Employees at the same time Settlement Class Payments issue to the Settlement Class. Un-cashed, unclaimed or abandoned checks, shall be transmitted to the California Controller's Office, as set forth below. The LWDA's PAGA Penalty Payment will issue to the LWDA at the same time Settlement Payments issue to the Settlement Class.
- (j) Allocation of Settlement Payments: The Parties have agreed that Settlement Class Payments will be allocated as follows: one-fourth to wages, three-quarters to penalties and interest. The PAGA Settlement Payment shares to PAGA Employees will be entirely allocated to penalties. Appropriate federal, state and local withholding taxes will be paid separately and in addition to the GSA, and each Class Member will receive an IRS Form W-2 with respect to this portion of the

Settlement Payment. The employer's share of payroll taxes and other required withholdings will be paid as set forth above, including but not limited to Defendants' FICA and FUTA contributions, based on the payment of claims to the Class Members. Class Members are responsible to pay appropriate taxes due on the Settlement Payments they receive. The Settlement Administrator will issue to each Settlement Class Member an Internal Revenue Service Form W-2 and comparable state forms with respect to the wage allocation and a Form 1099 with respect to the penalties and interest allocations, to the extent required by law.

- (k) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement Payments to individual Class Members shall be deemed to be paid to such Class Member solely in the year in which such payments actually are received by the Class Member. It is expressly understood and agreed that the receipt of such Settlement Payments will not entitle any Class Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Class Member to any increased retirement, 401(k) benefits or matching benefits or deferred compensation benefits. It is the intent that the Settlement Payments provided for in this Settlement are the sole payments to be made by Defendants to the Class Members, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).
- (l) Escalator Clause: Defendants represent that there are 49,000 workweeks during the period from November 23, 2017 to July 17, 2023. Should the Covered Workweeks during the Class Period increase beyond 10% of 49,000 (i.e., more than 4,900 workweeks), Defendants shall have the option to (1) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in

the number of Covered Workweek worked by the Class Members above ten percent (10%), meaning Defendants will increase the Gross Settlement Amount by the percentage amount above ten percent (10%) (e.g., if the number of Covered Workweeks increases by 11% to 53,900 workweeks, the Gross Settlement Amount will increase by one percent (1%)), or (2) end the Class Period on the day that the total workweeks reaches 53,900 workweeks.

- (m) Attorney's Fees and Costs: Subject to approval by the Court, Defendants will not object to Class Counsel's application for attorney's fees not to exceed one-third of the Gross Settlement Amount (\$333,333.33) and reimbursement of litigation costs and expenses not to exceed \$20,000.00. Approved attorney's fees and litigation costs shall be paid at the same time Settlement Payments issue to the Settlement Class. Should the Court approve attorney's fees and costs in an amount less than that set forth above, the difference between the lesser amount(s) approved by the Court and the attorney's fees and costs set forth above shall be added to the Net Settlement Amount.
- (n) General Release and Service Payment: Subject to Court approval, and in exchange for a general release, Defendants will not object to Class Counsel's application for an additional payment of up to \$10,000.00 to the Plaintiff as consideration for a general release of all claims and as a payment for service as Class Representative ("Service Payment"). It is understood that the Service Payment is in addition to the individual Settlement Payment to which Plaintiff is entitled to along with the other Class Members. In exchange, Plaintiff has agreed to a general release of all claims, whether known or unknown, under federal law or state law against the Releasees, to the extent permitted by law, through the Class Period ("Plaintiff's Released Claims"). Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE. WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Specifically excluded from Plaintiff's Released Claims are any claims for workers' compensation benefits. The Service Payment will issue at the same time all Settlement Payments are mailed to the Settlement Class.

- (o) Defendants or the Settlement Administrator will issue an IRS Form 1099 for the Service Payment to the Plaintiff. The Plaintiff will be individually responsible for correctly characterizing this compensation on personal income tax returns for tax purposes and for paying any taxes on the amounts received. Should the Court approve a Service Payment in an amount less than that set forth above, the difference between the lesser amount approved by the Court and the Service Payment amount set forth above shall be added to the Net Settlement Amount. Plaintiff agrees not to opt out or object to the Service Payment as the Class Representative.
- (p) Settlement Administrator: The Settlement Administrator will be ILYM Group, Inc., or such other Settlement Administrator as may be mutually agreeable to the Parties and approved by the Court. The Settlement Administrator's bid for settlement administration services in the amount of \$8,000 was selected for the reasonable price and the quality of administration services provided by ILYM Group, Inc.
- (q) Funding of Settlement Account: Defendants will fund the settlement account with the Gross Settlement Amount and all employer-related payroll taxes within 30 calendar days of the Effective Date of the Settlement provided that the Settlement Administrator has provided the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of this Settlement.

- (r) Mailing of Settlement Payments: The Settlement Administrator shall cause the Settlement Payments to be mailed to the Class Members within 45 calendar days of the Effective Date of the Settlement, provided that the Settlement Administrator has provided the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of this Settlement and Defendants have fully funded the Settlement within 30 calendar days of the Effective Date.
- (s) Notice of Settlement: Within 10 calendar days of the Court's preliminary approval of the Settlement, Defendants will provide to the Settlement Administrator a list in Microsoft Excel format containing each Class Member's (i) full name, (ii) last known address, (iii) Social Security Number, and (iv) the total number of Covered Workweeks for each Class Member during the Class Period ("Class List"). Within 15 calendar days of receipt of the Class List, the Settlement Administrator will perform an NCOA check and will mail the notice to the Class Members setting forth the material terms of the proposed Settlement, along with instructions about how to object or request exclusion from the proposed class action Settlement ("Class Notice"). The Administrator will skip-trace returned mail and re-mail the notice to the new addresses within five calendar days. These deadlines are subject to court approval. For each Class Member, there will be pre-printed information on the mailed Class Notice, based on Defendants' records, stating the Class Member's Covered Workweeks during the Class Period and the estimated total Settlement Payment under the Settlement, including the Settlement Class Payment and the PAGA Settlement Payment that will be distributed irrespective of any exclusion request. The pre-printed information based on Defendants' records shall be presumed to be correct. A Class Member may dispute the pre-printed information on the Notice as to his or her Covered Workweeks during the Class Period. Class Members must submit any dispute regarding the information on the Class Notice to the Settlement Administrator as to his or her Covered Workweeks within the Response Deadline. Unless a disputing Class Member submits documentary

evidence in support of his or her dispute, the records of Defendants will be dispositive.

- (t) Class Members Cannot Exclude Themselves from the Released PAGA Claims:
Class Members submitting a Request for Exclusion will nevertheless receive their pro-rata share of the PAGA Settlement Payment. If the Court approves the compromise of the PAGA Claim, all Class Members are bound by the Court's resolution of that Claim. Plaintiff shall serve a notice of settlement on the California Labor and Workforce Development Agency at or before the time Plaintiff files the motion for preliminary approval.
- (u) Resolution of Workweek Disputes: If a Class Member disputes the accuracy of Defendants' records used to calculate Covered Workweeks, and the Parties' counsel cannot resolve the dispute informally, the matter will be referred to the Settlement Administrator. The Settlement Administrator will review Defendants' records and any information or documents submitted by the Class Member and issue a decision regarding the dispute. If the Settlement Administrator's decision is not accepted by the Parties and the disputing Class Member, the dispute will be submitted to the Court for resolution at the time of the final approval hearing. The Class Member must submit information or documents supporting his or her position to the Settlement Administrator prior to the expiration of the Response Deadline. Information or documents submitted after the expiration of the Response Deadline will not be considered by the Settlement Administrator, unless otherwise agreed to by the Parties. In the event that the number of Covered Workweeks is increased for any Class Member, then the Settlement Administrator will recalculate the Individual Settlement Payments accordingly; in no event will Defendants be required to increase the Gross Settlement Amount.
- (v) Right of Class Member to Request Exclusion from the Settlement: Any Class Member may request to be excluded from the Class by mailing a "Request for Exclusion" from the Settlement within the Response Deadline. A Request for

Exclusion must clearly and unequivocally state a desire to be excluded from the Class, with a statement comparable to the following:

“I want to be excluded from the settlement class in *Martin Bartholomew v. Goodman Manufacturing Company, L.P., et al.*, Superior Court of California, County of Sacramento, Case No. 34-2021-00311588.

No specific wording is required to state a Request for Exclusion, so long as it is clear and unequivocal. Any Request for Exclusion must include the name, address, telephone number, last four digits of the Class Member’s Social Security Number, and the signature of the Class Member requesting exclusion to protect against falsified Requests for Exclusion. Any such request must be made in accordance with the terms of the Class Notice, and the Class Notice will advise Class Members of these requirements. Any Class Member who timely requests exclusion in compliance with these requirements (i) shall not have any rights under this Settlement other than a right to receive a pro-rata share of the portion of the PAGA payment allocated to the Class Members if the Class Member is also PAGA Employee; (ii) shall not be entitled to receive any Settlement Payments under this Settlement other than as stated in (i) in this paragraph; and (iii) shall not be bound by this Settlement or the Court’s Order and Final Judgment other than as it applies to the PAGA Claim.

- (w) Right of Settlement Class Member to Object to The Settlement: Any Class Member may object to the Settlement. To object, the Class Member may
- (1) appear in person (including through an audio or video call appearance as required or authorized by the court) at the Final Approval Hearing to explain any objection,
 - (2) have an attorney object for the Class Member, or
 - (3) submit a simple written brief or statement of objection to the Settlement Administrator. If any Class Member chooses to submit a written objection, the written objection should contain sufficient information to confirm the identity of the objector and the basis of the objection, including (1) the full name of the Settlement Class Member; (2) the

signature of the Settlement Class Member; (3) the grounds for the objection; and (4) be postmarked within the Response Deadline to permit adequate time for processing and review by the Parties of the written statement or objection. Class Counsel shall ensure that any written objections are transmitted to the Court for the Court's review (either by Class Counsel or as an attachment to declaration from the Settlement Administrator). A Class Member who does not object prior to or at the Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from making any objections (whether at the Final Approval Hearing, by appeal, or otherwise) to the Settlement. If the Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this Agreement. Class Counsel and Defendants' Counsel may file responses to any written objections submitted to the Court.

- (x) **Tax Liability:** Class Counsel and Defendants make no representations as to the tax treatment or legal effect of payments called for hereunder, and Plaintiff and the Settlement Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiff and the Settlement Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

- (y) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND 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 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL 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 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

THE SETTLEMENT ADMINISTRATOR'S PRIMARY DUTIES

32. Subject to the court's approval, and subject to reconsideration by the Parties after a competitive bidding process, the Parties have agreed to the appointment of ILYM Group, Inc. to perform the customary duties of Settlement Administrator. The Settlement Administrator will mail the Notice to the Class Members.

33. The Settlement Administrator will independently calculate and/or review the Covered Workweeks and PAGA Pay Periods attributed to each Class Member and will calculate the estimated amounts due to each Class Member and the actual amounts due to each Settlement Class Member and PAGA Employee in accordance with this Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings.

34. In accordance with the terms of this Settlement, and upon receipt of Gross Settlement Amount from Defendants, the Settlement Administrator will issue and send out the Settlement Payment checks to the Class Members. Tax treatment of the Settlement Payments will be handled by the Settlement Administrator and will be done as set forth herein, and in accordance with state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out.

35. The Settlement Administrator will post the final judgment approving the Settlement on a website maintained by the Settlement Administrator for a period of not less than 90 calendar days after the final judgment is entered. The website will use a page on the Settlement Administrator's website, and not a custom domain for this Settlement. The address of that website will be included in the Class Notice.

ATTORNEY'S FEES AND COSTS

36. In consideration for resolving this matter and in exchange for the release of all claims by the Class Members, including Plaintiff, and subject to approval by the Court, Defendants will not object to Class Counsel's application for attorney's fees not to exceed one-third of the Gross Settlement Amount (\$333,333.33 of \$1,000,000.00) and litigation costs not to exceed \$20,000. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and

administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s) and the maximum amount set forth above shall be added to the Net Settlement Amount. As with the Settlement Payments to the Settlement Class, the attorney's fees and costs approved by the Court shall be paid to Class Counsel, within 45 calendar days of the Effective Date of the Settlement, provided that the Settlement Administrator has provided the Parties with an accounting of the amounts to be paid by Defendants pursuant to the terms of this Settlement and Defendants have fully funded the Settlement within 30 calendar days of the Effective Date.

THE NOTICE PROCESS

37. A Notice in approximately the form attached hereto as Exhibit "A," and as approved by the Court, shall be sent by the Settlement Administrator to the Class Members by first class mail. Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement Administrator to forward the Notices to the Class.

- (a) Within 21 calendar days from the date of preliminary approval of this Settlement by the Court, Defendants shall provide to the Settlement Administrator a class list in Microsoft Excel format (or other format acceptable to the Settlement Administrator) containing each Settlement Class Member's (1) full name, (2) last known address, (3) Social Security Number, and (4) the total number of Covered Workweeks for each Class Member in California during the Class Period as a non-exempt employee ("Class List"). This database shall be based on Defendants' payroll and other business records. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List; this check will be performed only once per Class Member by the Settlement Administrator. Absent mutual written agreement of counsel for the Parties or Court order, the Settlement Administrator will keep this database confidential and secure and use it only for the purposes described herein, and will return this database to Defendants upon final approval of the settlement or destroy electronic records containing the database after the

Settlement is final and all payments are distributed as required under this Agreement.

- (b) Within 15 calendar days after the Class database is provided to the Settlement Administrator, the Settlement Administrator will mail the Notices to the Class Members by First Class U.S. Mail.
- (c) Class Notices returned to the Settlement Administrator as non-deliverable on or before the initial Response Deadline shall be resent to the forwarding address, if any, on the returned envelope. A returned Class Notice will be forwarded by the Settlement Administrator any time that a forwarding address is provided with the returned mail. If there is no forwarding address, the Settlement Administrator will do a computer search for a new address using the Class Member's social security number and/or other information. In any instance where a Class Notice is re-mailed, that Class Member will have until the extended Response Deadline as described above. A letter prepared by the Settlement Administrator will be included in the re-mailed Class Notice in that instance, stating the extended Response Deadline if different than the original Response Deadline. Upon completion of these steps by the Settlement Administrator, Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to provide the Class Notice to the affected Class Member. The affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the Court's Order and Final Judgment.
- (d) Class Counsel shall provide to the Court a declaration by the Settlement Administrator of due diligence and confirming mailing of the Notices.

DISPOSITION OF SETTLEMENT PAYMENTS AND UNCASHED CHECKS

38. As set forth above, each Class Member will have until the expiration of the applicable Response Deadline to submit to the Settlement Administrator any challenge or dispute to the Class Member's Covered Workweek information on the Notice. No disputes will be honored if they are submitted after the Response Deadline, unless the Parties mutually agree to accept the untimely dispute.

Each Class Member is responsible to maintain a copy of any documents sent to the Settlement Administrator and a record of proof of mailing.

39. The Settlement Administrator shall cause the Settlement Payments to be mailed to the Settlement Class Members and PAGA Employees as provided herein. Settlement Class Payments and PAGA Payments may be combined into one check. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement Payment checks will automatically be cancelled by the Settlement Administrator if they are not cashed by the Class Member within that time, and the Class Member's relevant claims will remain released by the Settlement. Settlement Payment checks which have expired will not be reissued.

40. Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who do not timely cash their Settlement Payment check prior to the void date.

41. Upon completion of its calculation of Settlement Payments, the Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a report listing the amounts of all payments to be made to Class Members (to be identified anonymously by employee number or other identifier). A Declaration attesting to completion of all payment obligations will be provided to Class Counsel and Defendants' Counsel and filed with the Court by Class Counsel.

RELEASE BY THE CLASS AND PAGA EMPLOYEES

42. Upon the final approval by the Court of this Settlement and Defendants' payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representative, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and each PAGA Employee, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims as follows:

- (a) **Identity of Released Parties.** The released parties are Defendants Daikin Comfort Technologies Manufacturing, L.P. f/k/a Goodman Manufacturing, L.P., Goodman Global Holdings, Inc., and Daikin Comfort Technologies North America, Inc. f/k/a Goodman Global Group, Inc. and their subsidiaries, affiliates, parents, agents,

employees, partners, directors, officer, attorneys, trustees, insurers, representatives, predecessors, successors, assigns, agents, payroll services, staffing services, and joint employers (collectively “Releasees”).

- (b) **Date Release Becomes Active.** The Released Class Claims and Released PAGA Claims will be released upon the later of (1) the Settlement’s Effective Date, or (2) the satisfaction of Defendants’ obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Class Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant have paid all amounts owing under the Settlement.
- (c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases the Releasees from the following claims for the entire Class Period:

Any and all claims stated in the Action, or that could have been stated based on the facts alleged in the Action, implicitly or explicitly, including but not limited to state wage and hour claims for failure to pay minimum and overtime wages (including any regular rate theories), failure to provide meal periods and pay meal period premiums, failure to authorize and permit rest periods and pay rest period premiums, failure to timely pay wages upon termination, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to pay sick pay, failure to keep all requisite payroll records, interest, penalties, and attorneys’ fees, and the related provisions of the Labor Code including but not limited to Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 1199, derivative claims under

California Business & Professions Code § 17200, *et seq.*, and all claims under the governing Wage Orders. (*see* Paragraph 15, above).

- (d) **Claims Released by PAGA Employees.** All PAGA Employees employed during the Released PAGA Claims Period (whether requesting exclusion from the Settlement or not) will release the Released PAGA Claims (*see* Paragraph 16, above).

**EMPLOYMENT BY DEFENDANTS NOT CONSIDERATION FOR THIS SETTLEMENT
OR A CONDITION OF THIS SETTLEMENT**

43. Employment of Plaintiff by Defendants is not consideration for, or a condition of, this Settlement.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

44. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in support of Plaintiff's unopposed motion for preliminary approval (to be provided to counsel for Defendants at least five days in advance of filing for review) for determination by the Court as to its fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action Settlement, the Parties shall apply to the Court for the entry of an order:

- (a) Scheduling a final approval and fairness hearing on the question of whether the proposed Settlement, including payment of attorney's fees and costs, and the Class Representative's service payment, should be finally approved as fair, reasonable, and adequate as to the members of the Class;
- (b) Certifying a Class for purposes of this Settlement only;
- (c) Approving as to form and content the proposed Notice;
- (d) Directing the mailing of the Notice;
- (e) Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court;
- (f) Conditionally appointing Plaintiff and Class Counsel as representatives of the proposed Class Members; and,
- (g) Appointing ILYM Group, Inc. as the Settlement Administrator, and order the

Settlement Administrator to issue Notices as outlined above.

DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL

45. In conjunction with the hearing of a motion for final approval by the Court of the Settlement provided for in this Joint Stipulation of Settlement, Class Counsel will provide to Defendants' Counsel for review and approval at least five days in advance and then submit to the Court a proposed final order and judgment containing provisions sufficient to accomplish 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 attorney's fees and costs;
- (c) Approving the Settlement Administration Costs;
- (d) Approving the Service Payment to the Class Representative;
- (e) Adjudging the Settlement Administrator has fulfilled its initial notice and reporting duties under the Settlement.
- (f) Adjudging Plaintiff and Class Counsel may adequately represent the Final Settlement Class for the purpose of entering into and implementing the Agreement;
- (g) Entering a final judgment in the action;
- (h) Adjudging that notwithstanding the submission of a timely request for exclusion, Class Members are still bound by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant to *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), as requests to be excluded from the Settlement do not apply to the Released PAGA Claims, and further affirms that the State's claims for civil penalties pursuant to PAGA are also extinguished;
- (i) Directing the posting of the final judgment on a website maintained by the Settlement Administrator (as specified in Paragraph 35 above) for a period of not less than 90 calendar days after entry of final judgment.

Any revised final judgments will also be provided to Defendants' Counsel for review and approval before they are submitted to the Court.

NULLIFICATION AND TERMINATION

46. This Settlement will be null and void if any of the following occur: (a) the Court should for any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than adjustments made to the attorney's fees and costs or granting of the Service Payment (c) the Court should for any reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered void; or (e) the Settlement does not become final for any other reason.

47. If ten percent (10%) or more of the Class Members opt out of this Settlement, then Defendants in their sole discretion may terminate, nullify and void this Settlement. The Settlement Administrator shall provide Defendants' Counsel with the information necessary to effectuate this provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement under this paragraph, Defendants' Counsel must give Plaintiff's Counsel written notice, by facsimile, e-mail, or mail, no later than 10 court days after the Response Deadline. If this option is exercised by Defendants, Defendants shall be solely responsible for the costs incurred by the Settlement Administrator for the settlement administration.

48. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court.

PARTIES' AUTHORITY

49. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

50. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may

become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and Defendants' Counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement.

NO PRIOR ASSIGNMENTS

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

NO ADMISSION OF LIABILITY

52. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendants deny all the claims and contentions alleged by the Plaintiff in this case. Defendants have entered into this Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

53. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

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

Class Counsel:

Counsel for Defendants:

FALAKASSA LAW, P.C.

Joshua S. Falakassa (SBN 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Telephone: (818) 456-6168
Facsimile: (818) 505-0868

SEYFARTH SHAW LLP

Justin T. Curley, Esq. (SBN 233287)
jcurley@seyfarth.com
560 Mission Street, 31st Floor
San Francisco, California 94105
Telephone: (415) 397-2823
Facsimile: (415) 397-8549

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour (SBN 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
Telephone: (310) 975-1493
Facsimile: (310) 675-0861

SEYFARTH SHAW LLP

Jeffrey A. Nordlander (SBN 308929)
jnordlander@seyfarth.com
400 Capitol Mall, Suite 2300
Sacramento, California 95814
Telephone: (916) 448-0159
Facsimile: (916) 558-4839

CONSTRUCTION

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

CAPTIONS AND INTERPRETATIONS

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

MODIFICATION

57. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

58. This Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel regarding this Settlement and transaction are merged herein. No rights hereunder

may be waived except in writing.

WAIVER OF APPEALS

59. The Parties agree to waive appeals and to stipulate to class certification for purposes of implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the amount awarded as attorney's fees in the event that the Court awards less than twenty-five percent (25%) of the Gross Settlement Amount as attorney's fees.

BINDING ON ASSIGNS

60. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

CLASS COUNSEL SIGNATORIES

61. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Settlement. The Notice will advise all Class Members of the binding nature of the Released Class Claims and Released PAGA Claims, and the release shall have the same force and effect as if this Settlement were executed by each member of the Class.

COUNTERPARTS

62. This Settlement may be executed in counterparts and by electronic or facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

CONFIDENTIALITY & PUBLIC COMMENT

63. The Class Representative and Class Counsel agree they will not make any disparaging comments about Defendants relating to this Settlement of this class action or disclose the negotiations of the Settlement. Class Members may receive information about the Settlement that is not in the public record after the Court has preliminarily approved the Settlement. Other than as to Class Members or as expressly allowed below, the Parties and attorneys will keep the settlement confidential until the filing of the motion for preliminary approval of the class settlement. Thereafter, the Parties agree to make no comments to the media or otherwise publicize the terms of the Settlement (including on social media), other than in court filings. Any communication about the Settlement to Class Members prior to the Court-

approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a statement of any of the details that would necessarily be included in any Court-approved Notice if a Class Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class Representative is prohibited from discussing the terms or the fact of the settlement with third parties other than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all times, the Class Representative is prohibited from communicating about the terms or the fact of the settlement on any form of social media. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the restrictions against any public disclosure of the Settlement. Class Counsel will not include or use the settlement for any marketing or promotional purposes.

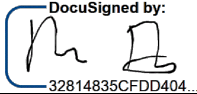
FINAL JUDGMENT

64. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendants as set forth below:

IT IS SO STIPULATED.

Dated: 10/24/2023, 2023

By: _____
Plaintiff MARTIN BARTHOLOMEW

Dated: _____, 2023

For: GOODMAN MANUFACTURING COMPANY,
L.P., GOODMAN GLOBAL HOLDINGS, INC., and
GOODMAN GLOBAL GROUP, INC.

By: _____
Signature

Name and Title

approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a statement of any of the details that would necessarily be included in any Court-approved Notice if a Class Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class Representative is prohibited from discussing the terms or the fact of the settlement with third parties other than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all times, the Class Representative is prohibited from communicating about the terms or the fact of the settlement on any form of social media. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the restrictions against any public disclosure of the Settlement. Class Counsel will not include or use the settlement for any marketing or promotional purposes.

FINAL JUDGMENT

64. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendants as set forth below:

IT IS SO STIPULATED.

Dated: _____, 2023

By: _____
Plaintiff MARTIN BARTHOLOMEW

Dated: 11/16, 2023

For: DAIKIN COMFORT TECHNOLOGIES
MANUFACTURING, L.P. F/K/A GOODMAN
MANUFACTURING, L.P., GOODMAN GLOBAL
HOLDINGS, INC., AND DAIKIN COMFORT
TECHNOLOGIES NORTH AMERICA, INC. F/K/A
GOODMAN GLOBAL GROUP, INC.

By: Caroline Jacobs
Signature

Caroline Jacobs, Senior Director, Senior Litigation Counsel

Name and Title

approved mailing will be limited to (1) a statement that a settlement has been reached, (2) a statement of any of the details that would necessarily be included in any Court-approved Notice if a Class Member requests details about the proposed Settlement, and (3) a warning that the terms of the proposed Settlement have not yet been approved by the Court. Prior to preliminary approval, the Class Representative is prohibited from discussing the terms or the fact of the settlement with third parties other than (1) a spouse, (2) accountants or lawyers as necessary for tax purposes, or (3) Class Members. At all times, the Class Representative is prohibited from communicating about the terms or the fact of the settlement on any form of social media. Class Counsel will take all steps necessary to ensure the Class Representative is aware of, and will adhere to, the restrictions against any public disclosure of the Settlement. Class Counsel will not include or use the settlement for any marketing or promotional purposes.

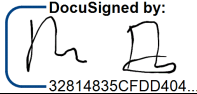
FINAL JUDGMENT

64. The Parties agree that, upon final approval of the Settlement, final judgment of this Action will be made and entered in its entirety. The final judgment may be included in the Order granting Final Approval of the Settlement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action Settlement between Plaintiff and Defendants as set forth below:

IT IS SO STIPULATED.

Dated: 10/24/2023, 2023

By: _____
Plaintiff MARTIN BARTHOLOMEW

Dated: _____, 2023

For: GOODMAN MANUFACTURING COMPANY,
L.P., GOODMAN GLOBAL HOLDINGS, INC., and
GOODMAN GLOBAL GROUP, INC.

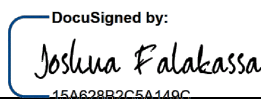
By: _____
Signature

Name and Title

AS TO FORM:

Dated: 10/24/2023, 2023

FALAKASSA LAW, P.C.

By: 
Joshua S. Falakassa

Attorneys for Plaintiff
MARTIN BARTHOLOMEW

Dated: 10/24/2023, 2023

BOKHOUR LAW GROUP, P.C.

By: 
Mehrdad Bokhour

Attorneys for Plaintiff
MARTIN BARTHOLOMEW

Dated: _____, 2023

SEYFARTH SHAW LLP

By: _____
Justin T. Curley
Jeffrey A. Nordlander

Attorneys for Defendants
GOODMAN MANUFACTURING
COMPANY, L.P., GOODMAN GLOBAL
HOLDINGS, INC., and GOODMAN
GLOBAL GROUP, INC.

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AS TO FORM:

Dated: _____, 2023

FALAKASSA LAW, P.C.

By: _____
Joshua S. Falakassa

Attorneys for Plaintiff
MARTIN BARTHOLOMEW

Dated: _____, 2023

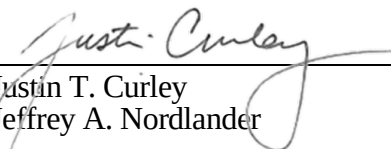
BOKHOUR LAW GROUP, P.C.

By: _____
Mehrdad Bokhour

Attorneys for Plaintiff
MARTIN BARTHOLOMEW

Dated: November 16, 2023

SEYFARTH SHAW LLP

By:  _____
Justin T. Curley
Jeffrey A. Nordlander

Attorneys for Defendants
DAIKIN COMFORT TECHNOLOGIES
MANUFACTURING, L.P. F/K/A
GOODMAN MANUFACTURING, L.P.,
GOODMAN GLOBAL HOLDINGS, INC.,
AND DAIKIN COMFORT TECHNOLOGIES
NORTH AMERICA, INC. F/K/A
GOODMAN GLOBAL GROUP, INC.

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