

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class and Representative Action Settlement Agreement (“Agreement”) is made by and between plaintiff Travis Swans (“Named Plaintiff”) and defendant FieldWorks, LLC. (“Defendant”). Named Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

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

- A. “Action” means the putative wage and hour class and Private Attorneys’ General Act (“PAGA”) representative action that is pending in the United States District Court for the Central District of California, and any amendments thereto, which is captioned *Swans v. FieldWorks, LLC*, Case No. 2:22-cv-07250 SPG (MRWx).
- B. “Aggregate Workweek Number” means, and refers to, the sum of all of the Participating Class Members’ Total Workweeks which will be used to calculate the Weekly Settlement Amounts of the Participating Class Members’ Individual Settlement Payments.
- C. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California who were non-exempt at any time during the PAGA Period.
- D. “Class” means Defendant’s non-exempt employees, both current and former, who performed services in the state of California from August 30, 2018 through August 30, 2022.
- E. “Class Counsel” means Kokozyan Law Firm APC and its attorneys.
- F. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means, and refers to, the amount authorized by the Court to be paid to Class Counsel for the services they have rendered, and expenses they have incurred, in prosecuting the Action.
- G. “Class Data” means, for each Class Member, their name; last-known mailing address; Social Security number; their employee identification number; their email address (if known); and their workweeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.
- H. “Class Member” is a member of the Class.
- I. “Class Notice” means the Notice of Proposed Settlement of Class Action and Representative Action and Hearing Date for Final Court Approval substantively in

the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.

- J. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- K. “Class Period” means the period of time from four years prior to the filing of the lawsuit, August 30, 2018, through August 30, 2022.
- L. “Class Representative Service Payment” means the service payment made to the Named Plaintiff in his capacity as Class Representative in order to compensate him for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Named Plaintiff was unsuccessful in the prosecution of the Action, and for the general release of all claims by the Named Plaintiff.
- M. “Court” means the United States District Court for the Central District of California.
- N. “Defendant” means FieldWorks, LLC.
- O. “Defendant’s Counsel” means The Torrey Firm PC and its attorneys.
- P. “Effective Date” means the date by which all of the following have occurred:
 - 1. This Agreement is approved by the Court; and
 - 2. The Judgment becomes Final as defined in Section I(R) of this Agreement.
- Q. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- R. “Final” means the last of the following dates, as applicable:
 - 1. If no objection to the Settlement is made, the date the Judgment is entered.
 - 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
 - 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

- S. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- T. “Gross Settlement Amount” means One Hundred and Thirty-Five Thousand Dollars (\$135,000) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is the maximum amount Defendant shall have to pay in connection with this Settlement, by way of a common fund, which shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages (which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant). Under no condition will Defendant’s aggregate liability exceed this Gross Settlement Amount, except as expressly provided in this Agreement. The Gross Settlement Amount is all-in with no reversion to Defendant. In addition, Defendant shall be responsible for paying the employer’s share of federal payroll taxes under the Federal Insurance Contributions Act (“FICA Contribution”) associated with the amounts paid to Putative Class members from the Settlement Fund.
- U. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- V. “Net Settlement Amount” means the Gross Settlement Amount, less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
- W. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- X. “Objection/Exclusion Deadline” means and refers to the date no later than forty-five (45) calendar days after the date the Class Notices are mailed (judged by the postmark date) to Class Members by the Settlement Administrator, on or before which a Class Member, may (1) validly submit a Notice of Objection, (2) submit a Request for Exclusion, or (3) challenge with documentary evidence his or her Total Workweeks or Pay Periods.
- Y. “PAGA” means the Private Attorneys General Act, California Labor Code § 2698, *et seq.*
- Z. “PAGA Payment” means and refers to the total sum of Ten Thousand Dollars (\$10,000) of the Gross Settlement Amount, which constitutes penalties pursuant to California’s Private Attorneys General Act of 2004 (California Labor Code § 2699

et seq., or “PAGA,”) and pursuant to Labor Code Section 2699(i), which will be distributed as follows: 25% to the Participating Class Members and 75% to the California Labor and Workforce Development Agency. The 25% portion of the PAGA Payment that shall be paid to the Participating Class Members shall remain within the Net Settlement Amount that it is available to be included within the calculation of the Participating Class Members’ Individual Settlement Payments.

- AA. “PAGA Period” means the period of time from August 31, 2021, through August 30, 2022.
- BB. PAGA Pay Period shall mean and refer to the time period of one week increments during a PAGA Member’s employment.
- CC. PAGA Weekly Settlement Amount shall mean and refer to the amount the Settlement Administrator will calculate from each PAGA Member’s Payment by dividing the total PAGA Pay Periods by the amount of the PAGA Payment.
- DD. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- EE. “Memorandum of Understanding” means the Mediation Term Sheet for Class Action and PAGA Settlement.
- FF. “Individual Settlement Payment” means, and refers to, the amount to be paid to each individual Participating Class Member from the Net Settlement Amount. The estimated Individual Settlement amount shall be indicated on the Notice. Individual Settlement Payment for each individual Participating Class Member will result from the calculations set forth in, *infra*, less all applicable state and federal withholding taxes, including FICA, FUTA and SDI contributions and any other applicable payroll deductions required by law as a result of the payment of the amount allocated to such Participating Class Member under the terms of this Agreement.
- GG. “Individual PAGA Payment” means, and refers to, the individual Aggrieved Employees’ share of the PAGA Payment.

HH. “Released Parties” collectively mean: FieldWorks, LLC and its respective present and former officers, directors, employees, shareholders, agents, trustees, representatives, attorneys, insurers, reinsurers, parent companies, subsidiaries, divisions, affiliates, clients, predecessors, successors, assigns, as well as any individual or entity that could be alleged to be jointly liable with Defendant and/or an integrated enterprise of the Defendant, and each of their respective parents, subsidiaries and related entities, officers, directors, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, reinsurers, assigns, affiliates, clients, predecessors, successors and assigns, as well as

their past or present officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees.

- II. “Settlement” means the final and complete disposition of the Action and all related claims effectuated by this Agreement.
- JJ. “Settlement Administrator” means, and refers to, Simpluris, Inc. or another settlement administration provider upon which the Named Plaintiff, Class Counsel, Defendant, and Defendant’s Counsel mutually agree and the Court approves.
- KK. “Settlement Administration Costs” means, and refers to, the amount that will be paid to the Settlement Administrator, and includes all costs incurred in administering the Settlement, which will be paid from the Gross Settlement Amount, as defined in above. The Parties agree to work in good faith to minimize, as much as possible, the Settlement Administration Costs. Defendant will not object to an application for approval of the Settlement Administration Costs, provided the Settlement Administration Costs are paid out of the Gross Settlement Amount and will not increase the Gross Settlement Amount.
- LL. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.
- MM. “Workweek” means, and refers to, any calendar week during the Class Period in which a Class Member was employed by Defendant.
- NN. “Total Workweeks” for a particular Class Member means and refers to the sum of all the Workweeks a Class Member was employed during the Class Period.

II. RECITALS

- A. On August 30, 2022, plaintiff Travis Swans filed a wage and hour class action Complaint against Defendant in the Superior Court of the State of California for the County of Los Angeles, Case Number 22STCV28182. Plaintiff Swans asserted claims that Defendant:
 - 1. Failed to pay overtime wages in violation of California Labor Code §§ 204, 510, 511, 1194, and 1198;
 - 2. Failed to minimum wages in violation of California Labor Code §§ 1194 and 1197;
 - 3. Failed to pay overtime wages at the legal overtime pay rate in violation of California Labor Code §§ 204, 510, and 1194;
 - 4. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;

5. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 516 and the applicable IWC Wage Order;
 6. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
 7. Failed to reimburse expenses in violation of California Labor Code §§ 2800 and 2802;
 8. Owed waiting time penalties in violation of California Labor Code § 203; and
 9. Violated California Business and Professions Code § 17200 *et seq.*.
- B. On October 5, 2022, Defendant filed a notice of removal, removing the action to the United States District Court for the Central District of California.
- C. On October 25, 2022, Plaintiff filed a motion for remand to return the case back to the Superior Court, however the Court denied Plaintiff's motion for remand on January 17, 2023, and the Action remains pending in federal court.
- D. On November 11, 2022, Defendant filed an answer to Plaintiff's Complaint, denying the allegations contained in the Complaint.
- E. On February 28, 2023, Plaintiff filed a First Amended Class Action Complaint ("First Amended Complaint") in this Court, claiming penalties pursuant to violations of PAGA, California Labor Code § 2698, *et seq.* in addition to the claims asserted in the original complaint.
- F. On March 14, 2023, Defendant filed an answer to Plaintiff's First Amended Complaint, denying the allegations contained in the First Amended Complaint.
- G. On April 11, 2023, the Parties participated in an all-day mediation presided over by Judge Dickran Tevrizian, a respected mediator of wage and hour representative and class actions. Subsequently, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- H. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Named Plaintiff or the Class have merit or that Defendant bears any liability to Named Plaintiff or the Class on those claims or any other claims, or as an admission by Named Plaintiff that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not

become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is One Hundred and Thirty-Five Thousand Dollars (\$135,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - 1. **To Named Plaintiff:** In addition to the Settlement Shares to be paid to Named Plaintiff, Named Plaintiff will apply to the Court for an award of not more than \$5,000 as Class Representative Service Payment, and Defendant will not oppose Class Representative Service Payment of up to \$5,000 for the Named Plaintiff consistent with this Agreement. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$5,000, for the Named Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to the Named Plaintiff with respect to the payments. Named Plaintiff will assume full responsibility and liability for the taxes due on his Class Representative Service Payment. In addition, Named Plaintiff is separately settling other claims against the Defendant. The payment for the settlement of the other claims is not being made in consideration of the settlement and dismissal of the class claims, PAGA claims, and related individual wage and hour claims.
 - 2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is \$45,000, as their Class Counsel Fees Payment and an amount not more than \$15,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant

will not oppose any request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$45,000, and \$15,000 respectively, the difference will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel pursuant to this Agreement.

3. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$10,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$7,500) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$2,500) will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$10,000, the difference will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to and bound by the release of the Released PAGA Claims as set forth below, whether or not they object to or opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.
4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$15,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$15,000, the difference will be retained in the Net Settlement Amount for distribution to Participating Class Members. Any fees and costs of the Administrator shall be paid out of the Settlement Fund.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net

Settlement Amount to each Participating Class Member. The submission of a claim form is not required for payment.

Calculation. The Individual Settlement Payments will be calculated as follows:

a. The Settlement Administrator will be provided each Class Members' Total Workweeks as defined above, based on the Class Data, which shall be presumed to be correct. If a Class Member disagrees with his or her Total Workweeks, which shall be set forth in the Notice he or she may challenge the Total Workweeks in the manner set forth below. The Settlement Administrator will then tabulate each class members' Total Workweeks Units based on the formula provided below.

b. The Settlement Administrator will then calculate a Workweek Unit Number by dividing the Net Settlement Amount by All Class Members Total Workweeks.

c. The Settlement Administrator will calculate each Class Members' Individual Settlement Award by multiplying his or her Total Workweeks Unit by the Workweek Unit Number. Each Class Member's estimated Individual Settlement Award will be indicated on the Notice.

d. The Individual Settlement Award estimates indicated on the Notice are subject to change, depending on factors including: (i) how many Class Members become a Non-Participating Class Member (resulting in their Total Workweeks being removed from the final Total Workweek Number, thereby increasing the Workweek Unit Number); (ii) any changes to the Total Workweeks resulting from challenges to Total Workweeks submitted by Class Members resulting in workweek adjustments, which may increase or decrease the final Total Workweek Number.; and (iii) any increases or reductions in the Net Settlement Amount which may result from, inter alia, changes to the actual amount of PAGA Payment, Settlement Administration Costs, and/or Attorneys' Fees and Cost Award approved by the Court.

e. Each Participating Class Member's Individual Settlement Payment will be allocated as follows: (a) 10% as wages; and (b) 90% as interest and penalties. The portion allocated to wages ("Wage Component") shall be reported on an IRS Form W-2 and the portions allocated to interest and penalties (the "Non-Wage Component") shall be reported on an IRS Form-1099 by the Claims Administrator.

f. The employee's portion of employment taxes, including payroll deductions for state and federal withholding taxes, and any other applicable payroll deductions, shall be made from each Participating Class Members Wage Component, resulting in a "Net Wage Component." The Claims Administrator will issue a W-2 for the Wage Component.

i. No withholding shall be made on the Non-Wage Component of the settlement. The Claims Administrator will issue an IRS Form 1099 for the Non-Wage Component.

ii. The Net Wage Component shall be added to the Non-Wage Component, resulting in each Participating Class Members Individual Settlement Payment.

g. The Settlement Administrator, on Defendant's and Class Counsel's collective behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Settlement Administrator shall be responsible for calculating, withholding and submitting to the appropriate taxing authorities all required state and federal taxes.

The individual settlement payment for PAGA members shall be calculated as a follows: The Settlement Administrator will be provided both Aggrieved Employees Total PAGA Pay Periods as defined above and each individual Aggrieved Employee's individual PAGA Pay Periods as defined above, supra, based on the Class Data Report, which shall be presumed to be correct.

The settlement administrator shall divide the aggrieved employees' portion of the PAGA Payment by the number of Total PAGA Pay Periods within the PAGA PERIOD to get the PAGA Weekly Settlement Amount.

The Settlement Administrator will calculate each Aggrieved Employees Individual PAGA Payment by multiplying his or her Pay Periods as defined above, times the PAGA Weekly settlement amount. Each PAGA Member's estimated PAGA Member's Payment shall be indicated on the Notice.

Even if a PAGA Member opts out of being a class member, they are still a PAGA Member and still shall receive any PAGA Member's Payment that they are entitled to. For the avoidance of doubt, no PAGA Member may opt out of the settlement and release of the PAGA claim.

Each PAGA Member's Payment shall be allocated as 100 percent penalties and shall be reported on an IRS Form-1099 by the Claims Administrator.

2. No person shall have any claim against Defendant, Defendant's Counsel, the Named Plaintiffs, Plaintiffs, the Class, Class Counsel, or the Settlement Administrator based on any errors or omissions in the distributions and payments that are required to be made in accordance with the terms of this Agreement.
3. **Withholding.**
 - a. The Participating Class Members agree to hold harmless Defendant, Class Counsel, and Defendant's Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Members' failure to pay taxes on any amounts paid pursuant to this Settlement.
4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount

nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.

5. **Class Size Modification.** Defendant estimates that the class consists of approximately 1038 Class Members.

- D. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Simpluris, Inc. as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; working with all counsel of record to resolve disputes over workweeks or pay periods, issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

- E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement by the Court.**

- a. After Execution of this Settlement Agreement, Named Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). The preliminary approval papers are to be drafted by Class Counsel and mutually agreed upon

by the Parties before presentation to the Court. Class Counsel shall submit such documents to counsel for Defendant for review and comment no less than fourteen (14) days prior to filing them with the Court. Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.

- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit a [Proposed] Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
 - c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.
2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:
- a. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement and Named Plaintiff's counsel gives notice to Defendant of the entry of same (whichever is later), Defendant will provide to the Settlement Administrator only an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except with Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.

- b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than fourteen (14) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and Court approved fee, as agreed to with the Parties and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date of each such re-mailing (using only assigned ID numbers as identifiers) as part of a weekly status report provided to the Parties. If these procedures are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Class Notice Packet does not receive the Class Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall by all terms of the Settlement and the Judgment should the Settlement be finally approved.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of those which are valid and deficient), and number of objections received.

- e. Not later than 10 days before the date by which the Named Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement, describing the administration process, and providing the results of the administration of the Settlement to date, including the number of Elections Not to Participate (the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.
3. **Objections to Settlement; Disputes as to Pay Periods allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to pay periods allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:
- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 days. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments. Non-Participating Class Members shall have no ability to comment on or object to the Settlement. Class Members who do not timely submit a written objection or appear at the Final Approval Hearing to explain their objection(s) shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

- b. **Disputes as to Pay Periods.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the total number of pay periods the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. The Parties shall meet and confer with the Settlement Administrator to attempt to resolve any dispute. Any dispute as to this allocation that cannot be resolved shall be resolved by the Court. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 days.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 days. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. For the avoidance of doubt, if the PAGA release and PAGA Payment is approved by the Court, the Aggrieved Employees may not opt out of the PAGA release. Defendant will remain free to contest any claim brought by any Non-Participating Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims (as defined herein) by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to make any oral objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a

Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.
4. **Right of Defendant to Reject Settlement.** If 7.5% or more of the Class Members timely submit valid Elections Not to Participate in Settlement, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, by providing written notice to Class Counsel within ten (10) days after the Settlement Administrator notifies Defendant of the number of valid Elections Not to Participate. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement and Defendant will have no obligation to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay Settlement Administration Expenses as of the date that Defendant exercises the right to void the Settlement.
5. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
6. **Additional Briefing and Final Approval.**
 - a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date Named Plaintiff files the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - b. Within the deadline set by the FRCP and the Local Rules of the Central District of California, the Named Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses. The motion for final approval papers are to be drafted by Class Counsel and mutually agreed upon by the Parties before presentation to the Court. Class Counsel shall submit such

documents to counsel for Defendant for review and comment no less than fourteen (14) days prior to filing them with the Court.

- c. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Named Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.
 - d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Named Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Settlement Administration Expenses, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Named Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the

Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.

8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount. If an appeal is successful or the Court does not approve the Settlement, Defendant is not required to pay the Gross Settlement Amount.
9. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within thirty (30) days of the date that Plaintiff gives notice to Defendant of entry of Final Judgment or the Effective Date, whichever is later. Within fifteen (15) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement.
10. **Uncashed Settlement Share Checks. Uncashed Settlement Share Checks.** A Participating Class Member or Aggrieved Employee must cash his or her Settlement Share check within 180 days after it is mailed to him or her. Those funds represented by Settlement checks returned as undeliverable and those Settlement checks remaining uncashed for more than 180 days after issuance (collectively, "Uncashed Settlement Checks") shall be distributed to the Controller of the State of California to be held

pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq. for the benefits of those Settlement Class Members who did not cash their checks until such time they claim their property. Participating Class Member or Aggrieved Employee will remain bound by the Settlement whether or not they cash their settlement share checks. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members or Aggrieved Employees, whether or not they all cash their Settlement Share checks.

11. **Final Report by Settlement Administrator.** Within ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration providing a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Release by Participating Class Members.** Upon the Effective Date, and upon Defendant fully funding the settlement amount, Participating Class Members hereby release, acquit and discharge the Released Parties from any and all claims that were asserted against Defendant in the First Amended Complaint or that could have been asserted based on the factual allegations alleged in the First Amended Complaint, including those for the alleged class claims alleged in the First Amended Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for wrongful termination, unemployment insurance, disability, social security, and workers' compensation, and claims outside of the Class Period ("Released Class Claims").
2. The Released Class Claims include all claims that were alleged in the First Amended Complaint or that could have been raised based on the factual allegations made in the First Amended Complaint through August 30, 2022. The Released Class Claims include: (1) failure to pay minimum, straight time, overtime, or double time wages (2) failure to authorize and permit rest periods or pay rest period premiums; (3) failure to provide meal periods or pay meal period premiums; (4) failure to provide accurate and itemized wage statements; (5) failure to pay final wages due at separation; (6) failure to reimburse expenses; (7) claims brought under Business & Professions Code section 17200, et seq., including but not limited to attorney fees, interests and costs based on these claims under the California Labor Code. Without limiting the foregoing, the Released Class Claims include all claims for, interest, penalties, fees and/or any monetary or non-monetary relief for the Released Class Claims.

3. **Release by Aggrieved Employees.** Upon the Effective Date, and upon Defendant fully funding the settlement amount the State of California and Aggrieved Employees hereby release, acquit, and discharge the Released Parties from any and all PAGA claims for civil penalties alleged in the First Amended Complaint or in the letter to the Labor and Workforce Development Agency which occurred during the PAGA Period, including all claims under PAGA for civil penalties due to any Labor Code violations by Defendant that were asserted against Defendant in the First Amended Complaint or that could have been asserted based on the factual allegations alleged in the First Amended Complaint and Named Plaintiff's Notice to the Labor and Workforce Development Agency, including Labor Code sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, et seq., 1194, 1194.2, 1197, 1198, 2800, 2802, and any applicable Wage Order, which arose during the PAGA Period ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. Without limiting the foregoing, the Release by Aggrieved Employees include all claims for interest and/or any monetary or non-monetary relief for the claims released by the Aggrieved Employees.
4. The Parties are not aware of any claims that would be available to the Class certified for settlement purposes under this agreement and/or the aggrieved employees.
5. **Release by Named Plaintiff.** Upon the Effective Date, Named Plaintiff generally, release and discharge the Released Parties from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, that Named Plaintiff may have or have had arising out of any known or unknown fact, condition or incident occurring prior to the date of this Agreement arising out of or in connection with any claims, demand, charges, or complaints, including the Action, or arising out of or in connection with Plaintiff's employment with Defendant or the cessation thereof, or arising out of or in connection with Plaintiff's relationship with Defendant ("Named Plaintiff's Released Claims"). This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of Local, State or Federal law; all claims for failure to prevent harassment, discrimination, and/or retaliation; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any

covenant of good faith and fair dealing; all claims for unpaid commissions, wages, or other benefits, including minimum wage, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums, and any and all claims for alleged violations of the California Labor Code; any claim for unlawful or unfair business practices; all claims for emotional distress; any and all claims which were or could have been asserted by Named Plaintiff; and all claims generally relating to Named Plaintiff's employment relationship and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

- a. The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- b. 42 U.S.C. § 1981;
- c. The California Fair Employment and Housing Act;
- d. Section 503 of the Rehabilitation Act of 1973;
- e. The Fair Labor Standards Act (including the Equal Pay Act);
- f. The California and United States Constitutions;
- g. The California Labor Code, specifically including, but not limited to the Private Attorneys General Act pursuant to Labor Code § 2699, et seq.;
- h. The California Business & Professions Code;
- i. The Employee Retirement Income Security Act, as amended;
- j. The Americans with Disabilities Act;
- k. The Age Discrimination in Employment Act;
- l. The Family Medical Leave Act;
- m. The California Family Rights Act;
- n. The California Pregnancy Discrimination Act;
- o. The California Wage Orders;
- p. The National Labor Relations Act;
- q. The Immigration Reform and Control Act;

- r. The California Occupational Safety and Health Act, or the Federal equivalent; and
- s. The Worker Adjustment and Retraining Notification Act.

Additionally, Named Plaintiff represents, warrants, and affirms that he has no claims or rights to assert a claim for workers' compensation benefits, and Named Plaintiff represents, warrants and affirms that no factual basis exists for a claim for increased compensation under California Labor Code section 132a based upon all facts and circumstances surrounding his employment with and/or his separation from FieldWorks, LLC. pursuant to this Agreement.

Named Plaintiff further understands and expressly agrees that in exchange for the Settlement Payment, he waives any claims and/or rights either known or unknown, as an "aggrieved employee" as defined in Cal Labor Code § 2699(c). Moreover, Named Plaintiff expressly agrees that he waives any and all claims and/or rights to act as a Private Attorney General Act ("PAGA") representative in any action, either known or unknown, against the Released Parties.

This release in all respects has been voluntarily and knowingly executed by Plaintiff with the express intention of effecting the legal consequences provided in the California Civil Code § 1541, that is, the extinguishment of obligations herein designated. This release does not extend to claims by Plaintiff for workers' compensation benefits, social security benefits, or unemployment insurance benefits, and which cannot be waived and released by private agreement.

The Parties agree that the Individual Settlement Amount to Plaintiff shall be effective as a full and final accord and satisfaction and settlement of, and as a bar to, all of Plaintiff's known and unknown claims against Defendant and the Released Parties under Civil Code § 1542.

Named Plaintiff acknowledges that he may discover facts or law different from, or in addition to the facts or law that he knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

6. **Named Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payments, the Named Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Named Plaintiff discover facts and/or claims in addition to or different from those that he now knows or believes to be true with respect to the subject matter of the Named Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Named Plaintiff's Released Claims, Named Plaintiff expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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

7. **Class Counsel.** Upon the Effective Date, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.
- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Named Plaintiff or Participating Class Members, and Named Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendant's Counsel shall publicize the Settlement prior to the Court granting preliminary approval, other than filing documents with the Court. Named Plaintiff and Class Counsel and Defendant and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Named Plaintiff or Class Counsel or Defendant or Defendant's Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. This provision shall not prohibit the Settlement Administrator from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on

their website for viewing by Class Members after preliminary approval. Nothing in this provision shall prevent Defendant or Named Plaintiff from making any required disclosures.

I. Miscellaneous Terms.

1. No Admission of Liability or Class Certification for Other Purposes.

- a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but, for the Settlement, a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Named Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Named Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, shall be constructed as an admission by Defendant of any liability or wrongdoing as to Named Plaintiff, Class Members, Aggrieved Employees, the State of California, or any other person, and Defendant specifically disclaims any such liability or wrongdoing and contends that it has complied with all applicable state, federal and local laws. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Named Plaintiff that Named Plaintiff's claims do not have merit or that class action is inappropriate. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or

admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Named Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits,
3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Named Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
4. **No Prior Assignments:** Named Plaintiff 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement. Plaintiff and Plaintiff's Counsel warrant that Named Plaintiff is not a Medicare Beneficiary as of the date of this Agreement. Because the Named Plaintiff is not a Medicare recipient as

of the date of this Agreement, no conditional payments have been made by Medicare. Named Plaintiff represent and warrant that all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Named Plaintiff by any attorney in relation to the Action are Named Plaintiff's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements incurred as a result of those actions will be satisfied by Named Plaintiff. Named Plaintiff will indemnify, defend and hold Released Parties harmless from any such claims. Named Plaintiff represents and warrants that they are presently unaware of any attorneys or anyone who has any lien on the settlement proceeds

5. No Tax Advice: THE PARTIES ACKNOWLEDGE AND AGREE THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS COUNSEL, OR DEFENSE COUNSEL 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.

6. **Modification of Agreement.** this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.

7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Named Plaintiff and the Class:

Bruce Kokozyan, Esq.
Alex DiBona, Esq.

Kokozyan Law Firm
10940 Wilshire Blvd. Suite 1200
Los Angeles, CA 90024
Tel.: (323) 857-5900
Fax: (310) 275-6301

To Defendant:

Rebecca L. Torrey
The Torrey Firm PC
1626 Montana Avenue, Suite 647
Santa Monica, CA 90403
Tel.: (310) 310-2992
Fax: (424) 414-1712

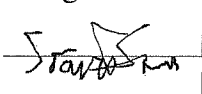
14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
15. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under FRCP 41 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

[Signatures appear on the following page]

IV. EXECUTION

The Parties hereby execute this Agreement.

11/6/2023
Dated: _____



Plaintiff Travis Swans

11/20/2023
Dated: _____



Chris Gallaway
For Defendant FieldWorks, LLC

APPROVED AS TO FORM BY:

Dated: 2/23/24


Alex DiBona
Kokozian Law Firm
Attorney for Named Plaintiff


Bruce Kokozian

Dated: 11/22/2023

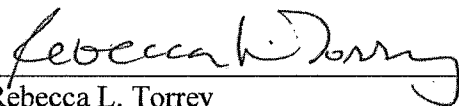

Rebecca L. Torrey
The Torrey Firm PC
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

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

**(Swans v. FieldWorks, LLC) United States District Court for the
Central District of California – Western Division**

Case No. 2:22-cv-07250 SPG (MRWx)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<___>>. See the explanation in Section 5 below. If you do nothing, you will be considered a Participating Class Member and will be part of the Settlement as explained more fully below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the Settlement Share payment, you will be considered a Participating Class Member and will release the Released Class Claims as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. However, if you are an Aggrieved Employee who opts out, you will still be paid your allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion. If you choose to do so, you must notify the Settlement Administrator as explained in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Instructions are provided in Section 8 below.

Your options are further explained in this Class Notice. To exclude yourself from, or object to, the settlement you must take action by certain deadlines. If you want the Settlement as proposed, you don't need to do anything to obtain your share of the Settlement. Defendants will not retaliate against you for any actions you take with respect to the Settlement.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of the above-captioned action pending in the United States District Court, Central District of California- Western Division (the "Court")

has been reached between Plaintiff Travis Swans (“Plaintiff”) and Defendant FieldWorks, LLC (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

Defendant's non-exempt employees, both current and former, who performed services in the state of California from August 30, 2018 through August 30, 2022.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On August 30, 2022, Plaintiff filed a wage and hour class action Complaint against Defendant in the Superior Court of the State of California for the County of Los Angeles, Case Number 22STCV28182. Plaintiff asserted claims that Defendant: failed to pay overtime wages, failed to pay minimum wages, failed to pay overtime wages at the legal overtime pay rate; failed to provide required meal periods, failed to provide required rest periods, failed to provide accurate itemized wage statements, failed to reimburse expenses based upon the above alleged violations, violation of Labor Code § 203 and engaged in unfair business practices. On October 5, 2022, Defendant filed a notice of removal, removing the action to the United States District Court for the Central District of California. On February 28, 2023, Plaintiff filed a First Amended Class Action Complaint (“First Amended Complaint”) in this Court, claiming penalties pursuant to violations of PAGA, California Labor Code § 2698, et seq.

Defendant denies any liability or wrongdoing of any kind and maintains its practices were lawful, and is confident it has strong legal and factual defenses to the alleged claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to provide required reimbursement, that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a Private Attorneys’ General Act (“PAGA”) representative action.

This Settlement is a compromise reached after good faith, arm’s length negotiations between the Parties, through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff also believes the Settlement is in the best interests of all Class Members.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm of Kokozyan Law Firm to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Hundred Thirty Five Thousand Dollars (\$135,000) (the “Gross Settlement Amount”) to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Settlement Shares to Participating Class Members, the Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within thirty (30) days of the service of the Notice of Entry of Judgment, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The proposed payments subject to Court approval will be deducted from the Gross Settlement Amount before Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$15,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$45,000 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$15,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed Five Thousand Dollars (\$5,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook. The amount stated is what Plaintiff will be requesting and the final amount to be paid will be decided at the Final Approval Hearing.
- PAGA Payment. A payment of \$10,000 relating to the claim for penalties under the Private Attorneys General Act (“PAGA”), \$7,500 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$2,500 will be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period (August 31, 2021 through August 30, 2022). “Aggrieved Employees” are all individuals who are or previously were employed by Defendant in California who were non-exempt at any time during the PAGA Period. “PAGA Period” means the period of time from August 31, 2021, through

August 30, 2022. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

Calculation of Payments to Participating Class Members. After all of the payments of the Court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____, based upon the above proposed deductions. The Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member, which shall be calculated as follows: (a) the Settlement Administrator shall divide the Net Settlement Amount by the total number of pay periods for all Participating Class Members to determine a dollar amount per pay period (“Workweek Unit Number”); and (b) the Settlement Administrator shall then take the number of work weeks worked by each Participating Class Member and multiply it by the Workweek Unit Number to calculate their Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Ten Percent of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Component”). Accordingly, the Wage Component is subject to wage withholdings, and shall be reported on IRS Form W-2. Ninety Percent of each Participating Class Member’s Settlement Share is in settlement of claims for interest and penalties allegedly due to employees (collectively the “Non-Wage Component”). The Non-Wage Component shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant’s Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

1. **Release by Participating Class Members.** Upon the Effective Date, and upon Defendant fully funding the settlement amount, Participating Class Members hereby release, acquit and discharge the Released Parties from any and all claims that were asserted against Defendant in the First Amended Complaint or that could have been asserted based on the factual allegations alleged in the First Amended Complaint, including those for the alleged class claims alleged in the First Amended Complaint which occurred during the Class Period, and expressly excluding all other claims, including claims for wrongful termination, unemployment insurance, disability, social security, and workers’ compensation, and claims outside of the Class Period (“Released Class Claims”).

2. The Released Class Claims include all claims that were alleged in the First Amended Complaint or that could have been raised based on the factual allegations made in the First Amended Complaint through August 30, 2022. The Released Class Claims include: (1) failure to pay minimum, straight time, overtime, or double time wages (2) failure to authorize and permit rest periods or pay rest period premiums; (3) failure to provide meal periods or pay meal period premiums; (4) failure to provide accurate and itemized wage statements; (5) failure to pay final wages due at separation; (6) failure to reimburse expenses; (7) claims brought under Business & Professions Code section 17200, et seq., including but not limited to attorney fees, interests and costs based on these claims under the California Labor Code. Without limiting the foregoing, the Released Class Claims include all claims for, interest, penalties, fees and/or any monetary or non-monetary relief for the Released Class Claims. This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims (Release by Aggrieved Employees). Upon the Effective Date, and upon Defendant fully funding the settlement amount the State of California and Aggrieved Employees hereby release, acquit, and discharge the Released Parties from any and all PAGA claims for civil penalties alleged in the First Amended Complaint or in the letter to the Labor and Workforce Development Agency which occurred during the PAGA Period, including all claims under PAGA for civil penalties due to any Labor Code violations by Defendant that were asserted against Defendant in the First Amended Complaint or that could have been asserted based on the factual allegations alleged in the First Amended Complaint and Named Plaintiff's Notice to the Labor and Workforce Development Agency, including Labor Code sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1182.12, et seq., 1194, 1194.2, 1197, 1198, 2800, 2802, and any applicable Wage Order, which arose during the PAGA Period ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class. Without limiting the foregoing, the Release by Aggrieved Employees include all claims for interest and/or any monetary or non-monetary relief for the claims released by the Aggrieved Employees.

5. How much will my payment be?

Participating Class Members: Your Payment is estimated to be <<\$_____>>. Defendant's records reflect that you have worked <<____>> workweek unit number for Defendant during the Class Period (August 31, 2018 through August 30, 2022).

Based on this information, your estimated Settlement Share from the Net Settlement Amount is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written and signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice or 60 days after the mailing of Class Notice in the case of re-mailing].

Aggrieved Employees: Defendant's records reflect that you have worked ____ pay periods for Defendant through the PAGA Period.

Based on this information, your estimated Settlement Share from the PAGA Payment is ____.

6. How can I receive a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator can be contacted at: _____ or (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as a service award to the Plaintiff. The date may change without further notice to the class. Please check the settlement website or the Court's PACER site to confirm that the date has not been changed. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately three months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendant for Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain subject to the release of the Released PAGA Claims regardless of whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing]. The request to opt-out must be received by the Settlement Administrator by the deadline and should: (1) contain a clear statement that you are requesting to opt out of, or be excluded from the Class and Released Class Claims in the *Swans v. FieldWorks, LLC* lawsuit; (2) contain the full name, current address, and the last four digits of the Social Security Number of the person requesting exclusion; (3) state the Class Member's request to exclude himself or herself from the Settlement and to opt out of the Settlement; and (4) be signed by the Class Member. Please include the name and number of the case, which is *Swans v. FieldWorks, LLC*, Case No. 2:22-cv-07250 SPG (MRWx). The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned may be rejected; and if so, those Class Members will remain bound by the Settlement and the Released Class Claims described above, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the PAGA Released Claims regardless of their request for exclusion.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court may object to the proposed Settlement, the attorneys' fees, the costs and/or the service awards, either in writing or in person. Objections that are in writing should 1) state the Class Member's full name, current address, and telephone number; 2) the Class Member's dates of employment in California by Defendant; 3) state whether the objection applies only to you, to a specific subset of the class, or to the entire class and a short SIGNED statement describing why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Swans v. FieldWorks, LLC*, in the United States District Court, Central District of California, Western Division, Case No. 2:22-cv-07250 SPG (MRWx). You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out.

All written objections must be mailed to the Settlement Administrator at _____, no later than _____ [forty-five (45) days after the date of the Class Notice or 60 days after the Class Notice in the case of re-mailing].

You may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Check the Court's website for the most current information on how to appear: <https://www.cacd.uscourts.gov/honorable-sherilyn-peace-garnett>.

To object to the Settlement, you must not opt out. If the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Bruce Kokozyan
Brian Andrews
Kokozyan Law Firm
10940 Wilshire Boulevard, Suite 1200
Los Angeles, CA 90024
Tel.: (323) 857-5900
Fax: (310) 275-6301

Counsel for Defendant:

Rebecca L. Torrey
Judd Grutman
The Torrey Firm PC
1626 Montana Avenue, Suite 647
Santa Monica, CA 90403
Tel: (310) 310-2992
Fax: (424) 414-1712

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the United States District Court, Central District of California, located at 350 West 1st Street, Los Angeles, California 90012, in Courtroom 5C before Judge Sherilyn Peace Garnett. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as

service payment to Plaintiff. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. If you are interested in participating in the Final Approval Hearing, you should confirm the date, time and location by contacting Class Counsel. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing. Because the hearing may be conducted remotely, you should consult the Court's website at <https://www.cacd.uscourts.gov/>.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Swans v. FieldWorks, LLC* Settlement Administrator, c/o _____; or contact Class Counsel as noted above.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval, or other Settlement documents by going to Class Counsel's website at _____ under "Class Notices" for *Swans v. FieldWorks, LLC*. You may also get more details from the Court's docket by creating a PACER account using this link: <https://pacer.psc.uscourts.gov/pscof/registration.jsf> and entering the Case No. 2:22-cv-07250, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, 255 East Temple Street, Suite 180, Los Angeles, CA 90012-4701, between the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, with the exception of federal holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date will be printed on the check. In such event, the Settlement Administrator shall pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds can be claimed.
- If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]