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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LISA CHILDRESS and JUSTIN AARON HEARD, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY; and DOES I through 100, Inclusive,

Defendant.

Case No.: CIVSB2324555

DECLARATION OF LAURA HODSON ON BEHALF OF SIMPLURIS, INC. REGARDING CLASS NOTICE AND SETTLEMENT ADMINISTRATION

DECLARATION OF LAURA HODSON

I, Laura Hodson, hereby declare:

1. I am employed as a Project Manager by Simpluris, Inc. ("Simpluris"), the claims administrator in the above-entitled action. Our Corporate Office address is 3194-C Airport Loop Dr., Costa Mesa, CA 92626. My telephone number is (714) 881-3668. I am over twenty-one years of age and authorized to make this declaration on behalf of Simpluris and myself.

2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa, California. It was founded by individuals who have each managed hundreds of settlements, along with professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House Operations, and Call Center Support Management.

3. Simpluris was approved by Counsel for Lisa Childress and Justin Aaron Heard ("Plaintiffs"), and Ford Motor Company ("Defendant"), (collectively the "Parties"), to provide settlement administration services in the *Childress v. Ford Motor Company* (the "Settlement"). In this capacity, Simpluris was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) processing and mailing payments to the Plaintiff, Class Counsel and Class Members; (d) printing and mailing the Notice Class Action Settlement to Class Members in English; (e) receiving and validating Requests for Exclusion, Objections or Workweeks Disputes submitted by Class Members; (f) calculating employer payroll taxes and providing appropriate forms and calculations to Defendant; (g) mailing settlement checks, (h) providing counsel with weekly reports; and (i) other tasks as the Parties mutually agree or the Court orders Simpluris to perform.

NOTIFICATION TO THE CLASS

4. On or about April 16, 2026, Simpluris received the Court-approved *Notice of Class Action Settlement and Hearing Date for Final Court Approval* (hereafter "Class Notice"). The Class Notice advised Class Members of their right to request exclusion from the Class Settlement, object to the Class Settlement, dispute Workweeks and/or Pay Periods, do nothing, and the implications of each such action. The Class Notice advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members could obtain additional information.

5. On or about May 11, 2026, Defendant's Counsel provided Simpluris a list containing Class Members' full names, last known mailing addresses, Social Security Number, workweeks, and pay periods with Defendant (collectively, "Class Data"). The Class Data contained data for three hundred thirty-six (336) individuals.

6. The Escalator Clause of the Settlement Agreement indicates if during the period of July 20, 2019, through September 3, 2024, the actual number of Workweeks exceeds 35,841 by more than ten percent (10%) (i.e., the Workweeks for the period referenced are actually more than 39,424), Defendant shall have the option to either: (a) permit the Gross Settlement Amount be increased on a proportional basis to the extent the threshold is exceeds (e.g., if the threshold referenced herein is exceeded by 11%, the Gross Settlement Amount will increase by 1%); or (b) ending the Class Period as of the date the qualifying Workweeks reach 39,424 ("Settlement End Date"). The total number of Workweeks during the period of July 20, 2019, through October 21, 2025, based on the data provided was forty-five thousand six hundred and two (45,602), which exceeds the Escalator Clause by nine thousand seven hundred and sixty-one (9,761). Therefore, the Escalator Clause is triggered and the Class Period end date will be December 22, 2024.

7. The mailing addresses contained in the Class List were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Class Notice. Simpluris was able to locate fifty-one (51) updated addresses using NCOA prior to the mailing of the Class Notice.

8. On July 28, 2026, the Class Notice was mailed to the three hundred thirty-six (336) Class Members. The Class List was mailed via First Class in English. A copy of the Class Notice is attached hereto as **Exhibit A**.

9. A total of twenty (20) Class Notices were returned to Simpluris. If a Class Member's Class Notice was returned by the USPS as undeliverable and without a forwarding address, Simpluris performed an advanced address search (i.e., skip trace) on all of these addresses by using Accurint, a reputable research tool owned by Lexis-Nexis. Simpluris used the Class Member's name and previous address to locate a current address. Through the advanced address searches and utilizing the USPS

forwarding address database, Simpluris was able to locate three (3) updated addresses and Simpluris promptly mailed a Class Notice to those updated addresses. There are seventeen (17) mailed Class Notices that remain undeliverable.

WEBSITE AND TOLL-FREE TELEPHONE HELPLINE

10. Simpluris added the Settlement Agreement and Preliminary Approval Order on their website, www.simpluris.com/case-search, for Class Members to obtain and view. It was added to the website and has been available to the public since July 28, 2026.

11. An email address was included in the Class Notice for the purpose of allowing Class Members to reach Simpluris to make inquiries regarding the Settlement or submit a Request for Exclusion, Object, or to dispute Workweeks. The email address included in the Notice was casesupport@simpluris.com.

12. A toll-free telephone number was included in the Notice for the purpose of allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The system is accessible 24 hours a day, 7 days a week, and will remain in operation throughout the settlement process. Callers have the option to speak with a live call center representative during normal business hours or to leave a message and receive a return call during non-business hours. The toll-free telephone number included in the Notice was (888) 369-3780 and was live on July 28, 2026.

REQUESTS FOR EXCLUSION, OBJECTIONS AND DISPUTES

13. The deadline for Class Members to Object to the Class Settlement or Dispute Workweeks and/or Pay Periods was August 27, 2026, to submit a Request for Exclusion from the Class Settlement was September 28, 2026, and the extended deadline for any re-mailed Class Notice was October 12, 2026.

14. As of this date, Simpluris has not received any Requests for Exclusion from the Class Settlement from a Class Member or Aggrieved Employee.

15. As of this date, Simpluris has not received any Objections to the Class Settlement from a Class Member or Aggrieved Employee.

16. As of this date, Simpluris has not received any Workweeks Disputes from a Class Member or Aggrieved Employee.

CLASS MEMBER AWARDS

17. As of this date, there are three hundred thirty-six (336) Class Members who will be paid their portion of the Net Settlement Amount. Of the three hundred thirty-six (336) Class Members, two hundred and twenty-nine (229) were identified as Aggrieved Employees who will also be paid Individual PAGA Payments.

18. The Net Settlement Amount of $1,978,000.00 available to pay Class Members was determined by subtracting the Class Counsel Fees Payment ($1,100,000.00), Class Counsel Litigation Expenses Payment ($30,000.00), Class Representative Service Payment (20,000.00), the LWDA PAGA Payment ($123,750.00), Individual PAGA Payments ($41,250.00), and the Administration Expenses Payment ($7,000.00) from the Gross Settlement Amount of $3,300,000.00.

19. The average estimated Individual Class Payment is $5,886.90, the highest estimated Individual Class Payment is $14,209.27, and the lowest estimated Individual Class Payment is $50.21.

20. As of this date, there are two hundred twenty-nine (229) Aggrieved Employees who will be paid their portion of the Individual PAGA Payments of $41,250.00.

21. The average estimated Individual PAGA Payment is $180.13, the highest estimated Individual PAGA Payment is $277.74, and the lowest estimated Individual PAGA Payment is $1.63.

ADMINISTRATION COSTS

22. Simpluris' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, are $7,000.00. Simpluris' work in connection with this matter will continue with calculation of the settlement checks, issuance, and mailing of those settlement checks, etc., and to do the necessary tax reporting on such payments.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 14th day of October 2026, in Atlanta, Georgia.

Laura Hodson

LAURA HODSON

Exhibit A

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

Childress, et al v. Ford Motor Co.

Case No. CIVSB2324555, San Bernardino County Superior Court

The Superior Court for the State of California authorized this Notice. It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

«IMbⅠullBarcodeEncoded»

«FirstName» «LastName» «BusinessName»
«Address1» «Address2»
SIMID «SIMID» «City», «State» «Zip»-«ZipDPC3»

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Ford Motor Company, a Delaware Corporation ("Defendant") for alleged wage and hour violations under California law. You may be entitled to (1) damages and other relief if you belong to a class of nonexempt hourly employees ("Class Members") who worked for Defendant during the Class Period (July 20, 2019 through December 22, 2024); and (2) penalties under the California Private Attorney General Act ("PAGA") if you belong to a group of nonexempt hourly employees who worked for Defendant during the PAGA Period (July 21, 2022 and December 22, 2024) ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $«MERGED_Class_EstSettAmnt_CALC» (less withholding) and your Individual PAGA Payment is estimated to be $«MERGED_PAGA_EstSettAmnt_CALC»**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked «MERGED_Class_WW_CALC» workweeks** during the Class Period and **you worked «MERGED_PAGA_PayPeriod_CALC»** pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and require Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert certain claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue certain claims against Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement.

(3) **Object to the Settlement.** If you object to the Settlement, you will remain a member of the Class, and if the Court approves the Settlement, you will collect a settlement award and be bound by the terms of the Settlement in the same way as Class Members who do not object.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is September 28, 2026**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by August 27, 2026**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the November 18, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on November 18, 2026. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by August 27, 2026**	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **August 27, 2026.** See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former hourly, non-exempt employees of Defendant in California. The Action alleges that Defendant violated California labor laws by failing to pay overtime wages, minimum wages, and wages due upon termination, failing to pay reimbursable expenses, failing to provide meal periods and rest breaks, failing to pay proper reporting time, failing to pay proper sick pay, and failing to issue accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Actions: Emil Davtyan, David Yeremian, David Keledjian, and David Arakelyan of D.Law, Inc. and Eli Drummond, and Jennifer Rivera of Abramson Labor Group ("Class Counsel.").

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and those released as part of the settlement of the Action. Defendant further denies all material allegations set forth in the Action and has asserted numerous affirmative defenses. Defendant denies all wrongdoing and maintains, among other things, it has complied with federal and California law, including wage-and-hour laws, in all respects and that the members of the Class have been paid all monies that were due to them. However, Defendant has voluntarily agreed to the terms of a negotiated settlement in order to avoid the burden and expense of continued litigation. The lawsuits at issue are known as: *Childress v. Ford Motor Company*, United States District Court, Central District of California, Case No.: 5:23-cv-01949-JWH-SHK, *Childress v. Ford Motor Company,* San Bernardino Superior Court, Case No. CIVSB2324555, and *Heard v. Ford Motor Company*, United States District Court, Eastern District of California, Case No.: 2:23-cv-02397-DAD-AC (the "Action").

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits.

However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the cases by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merits of any claims. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay $3,300,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

    a. Up to $1,100,000.00 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

    b. Up to $10,000, for each named Plaintiff (no more than $20,000), as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

    c. Up to $8,000.00 to the Administrator for services administering the Settlement.

    d. Up to $165,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

    Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net

Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 40% of each Individual Class Payment to taxable wages ("Wage Portion") and 60% to interest, etc. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than September 28, 2026, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by September 28, 2026, Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his/her representative setting forth a Class Member's name, last four digits of the Class Member's Social Security Number, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Simpluris (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also preside over Class Member Challenges over Workweeks, mail and remail

settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

   > Upon (i) the Effective Date occurring and (ii) the Gross Settlement Amount being fully funded, all Participating Class Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties to the fullest extent permitted by law from any and all causes of action, claims, rights, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind of nature, and any claims alleged in the operative Complaints in the Actions or that could have been alleged based on the facts alleged in the operative Complaints in the Actions, including but not limited to: (a) any alleged failure by Ford (1) to pay all minimum wages, (2) to pay overtime wages, (3) to provide meal periods or pay meal period premium wages, (4) to authorize and permit rest periods or pay rest period premium wages, (5) to reimburse business expenses, (6) to issue compliant wage statements, and (7) to timely pay wages at the end of employment; (b) any right or claim for unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, based on the alleged failures set forth in (a)(1) through (a)(7) above; and (c) any violation of the California Labor Code arising from or related to the conduct alleged in (a)(1) through (a)(7) above, including, without limitation, violation of California Labor Code sections 201–204, 221, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804 or any other applicable state statute, rule and/or regulation (Wage Order), during the Class period ("California Released Claims"). In addition, all Settlement Class members (whether or not they opt-out) who worked for Ford as non-exempt employees in California at any point during the PAGA Period (July 21, 2022 through 60 days after the signing of the Long Form Agreement or the date of the Court's Preliminary Approval of Settlement, whichever occurs first) shall release any right or claim for civil penalties pursuant to the PAGA, California Labor Code sections 2698, *et seq.*, arising under the California Labor Code or Wage Orders based on the alleged failures set forth in (a)(1) through (a)(7) above, arising at any time during the PAGA Period ("PAGA Released Claims"). The period of the Released Claims shall extend to the limits of the Release Period. The res judicata effect of the Judgment will be the same as that of the Release. The California Released Claims subject to the "Escalator Provision" in Paragraph 8 of the Agreement.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

> All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaints of the Action and the PAGA Notice and ascertained in the course of the Action including, but not limited to violation of the Labor Code and the Wage Order for Failure to Pay Minimum Wages, violation of the Labor Code and the Wage Order for Failure to Pay Wages and Overtime Wages, violation of the Labor Code and the Wage Order for Failure to Provide Meal Periods or Compensation in Lieu Thereof, violation of the Labor Code and the Wage Order for Failure to Provide Rest Periods or Compensation in Lieu Thereof, violation of the Labor Code and the Wage Order for Failure to Comply with Itemized Employee Wage Statement Requirements, violation of the Labor Code and the Wage Order for Failure to Pay All Wages Upon Termination, violation of the Labor Code and the Wage Order for Failure to Comply With Employee Record Keeping Requirements, violation of the Labor Code for Failure to Reimburse Business Expenses, violation of the Labor Code for Failure to Pay Vacation Wages, violation of California Business and Professions Code section 17200, et. seq., and violation of Labor Code section 2698, et. seq.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $41,250.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until August 27, 2026, to challenge the number of Workweeks and/or Pay Periods credited to you. Within 60 days of the date of this Notice, you can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. For members whose Notices were remailed, the response deadline will be extended, and such members will have until September 10, 2026, to submit any challenge.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member). If you opt out of the Class Settlement and are not owed an Individual PAGA Payment, you will not receive a check.

   Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, last four digits of your Social Security Number, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Childress, et al. v. Ford Motor Company, a Delaware Corporation*, and include your identifying information (full name, last four digits of your Social Security Number, address, telephone number, and approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by September 28, 2026, or it will be invalid**. Section 9 of the Notice has the Administrator's contact information. For members whose Notices were remailed, the response deadline will be extended, and such members will have until October 12, 2026, to submit a request to be excluded.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the November 18, 2026, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website www.simpluris.com/case-search or the Court's website https://cap.sb-court.org.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is August 27, 2026**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Childress, et al v. Ford Motor Co.* and include your name, last four digits of your Social Security Number, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information. For members whose

Notices were remailed, the response deadline will be extended, and such members will have until September 10, 2026, to object to the Settlement.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on November 18, 2026, at 8:30 a.m. in Department S27 of the San Bernardino Superior Court, located at 247 W. Third Street, San Bernardino, CA 92415-0210. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via CourtCall (https://www.courtcall.com). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.simpluris.com/case-search beforehand, the Court's website (https://cap.sb-court.org/), or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Simpluris' website at www.simpluris.com/case-search. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (https://cap.sb-court.org/) and entering the Case Number for the Action, Case No. CIVSB2324555. You can also make an appointment to personally review court documents in the Clerk's Office at the by calling (909) 708-8678.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator:
Name of Company: Simpluris, Inc.
Email Address: casesupport@simpluris.com
Mailing Address: P.O. Box 26170, Santa Ana, CA 92799
Telephone: (888) 369-3780

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California State Controller's Office - Unclaimed Property Division at (800) 992-4647; mail at P.O. Box 942850, Sacramento, CA 94250; in-person 10600 White Rock Road, Suite 141, Rancho Cordova, CA 95670 for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.