

JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT

This Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”) is made and entered into by and between Plaintiff Vivian Huynh (“Plaintiff” or “Class Representative”), individually, and on behalf of all others similarly situated and on behalf of the State of California with respect to aggrieved employees, and Defendant Technical Safety Services, LLC (“Defendant”) (together, Plaintiff and Defendant are referred to as “Parties” and individually as “Party”).

This Settlement Agreement shall be binding on Plaintiff, Settlement Class Members (as defined herein), the State of California as to the employment of PAGA Employees (as defined herein), and Defendant, subject to the terms and conditions hereof and the approval of the Court.

RECITALS

1. On September 19, 2023, Plaintiff provided written notice to the Labor and Workforce Development Agency (“LWDA”) by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”).

2. On November 27, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the action entitled *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court Case No. 23CV053505 (“Action”), which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 *et seq.* (“PAGA”) against Defendant.

3. The Parties agree that Plaintiff will file a First Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action, which will add class claims.

4. The Operative Complaint alleges ten (10) causes of action for violations of the California Labor Code for failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses, for violations of California Business & Professions Code

1 Section 17200, *et seq.* based on the aforementioned California Labor Code violations, and for civil
2 penalties under PAGA based on the aforementioned California Labor Code violations.

3 5. Defendant denies all material allegations set forth in the Action and has asserted
4 numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
5 Defendant desires to fully and finally settle the Action, Released Class Claims (as defined herein), and
6 Released PAGA Claims (as defined herein).

7 6. Class Counsel diligently investigated the class and PAGA claims against Defendant,
8 including any and all applicable defenses and the applicable law. The investigation included, *inter*
9 *alia*, the exchange of information, data, and documents, and review of corporate policies and practices.
10 The Parties have engaged in sufficient informal discovery and investigation to assess the relative
11 merits of the claims and contentions of the Parties.

12 7. On November 25, 2024, the Parties participated in mediation with Steven J. Rottman,
13 Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance
14 of the Mediator’s evaluations, the Parties reached the settlement that is memorialized herein. The
15 Parties’ settlement discussions were conducted at arms’ length, and the Settlement is the result of an
16 informed and detailed analysis of Defendant’s potential liability and exposure in relation to the costs
17 and risks associated with continued litigation. Based on Class Counsel’s investigation and evaluation,
18 Class Counsel believes that the settlement with Defendant for the consideration and on the terms set
19 forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the
20 Class Members, State of California, and PAGA Employees in light of all known facts and
21 circumstances, including the risk of significant delay and uncertainty associated with litigation and
22 various defenses asserted by Defendant.

23 8. The Parties expressly acknowledge that this Settlement Agreement is entered into
24 solely for the purpose of compromising significantly disputed claims and that nothing herein is an
25 admission of liability or wrongdoing by Defendant. If for any reason this Settlement Agreement is
26 not approved, it will be of no force or effect, and the Parties shall be returned to their original respective
27 positions.

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DEFINITIONS

9. The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective.

a. “Attorneys’ Fees and Costs” means attorneys’ fees approved by the Court for Class Counsel’s litigation and resolution of the Action and all actual costs and expenses incurred and to be incurred by Class Counsel in connection with the Action, as set forth in Paragraph 12.

b. “Class” or “Class Member(s)” means all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period.

c. “Class Counsel” means Jonathan M. Genish, Joana Fang, Miriam L. Schimmel, and Alexandra Rose of Blackstone Law, APC, who will seek to be appointed counsel for the Class.

d. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following information for each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4) total Workweeks during the Class Period; (5) total Workweeks during the PAGA Period; and (6) such other information as is necessary for the Settlement Administrator to calculate Workweeks.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached hereto as “**Exhibit A**.”

f. “Class Period” means the period from September 19, 2022 through January 24, 2025, subject to Paragraph 16.

g. “Class Settlement” means the settlement and resolution of all Released Class Claims.

h. “Court” means the Superior Court of the State of California for the County of Alameda.

i. “Defendant’s Counsel” means Evelyn Wang and Stephen Franz of Davis Wright Tremaine, LLP.

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1 j. “Effective Date” means the date that is sixty-five (65) calendar days since the
2 Court entered a Final Approval Order and Judgment; and in the event there are written objections to
3 the Class Settlement filed prior to the Final Approval Hearing which are not later withdrawn or denied,
4 the later of the following events: five (5) business days after the period for filing any appeal, writ, or
5 other appellate proceeding opposing the Court’s Final Approval Order and Judgment has elapsed
6 without any appeal, writ, or other appellate proceeding having been filed, or, if any appeal, writ, or
7 other appellate proceeding opposing the Court’s Final Approval Order and Judgment has been filed,
8 five (5) business days after any appeal, writ, or other appellate proceedings opposing the Court’s Final
9 Approval Order and Judgment has finally and conclusively dismissed with no right to pursue further
10 remedies or relief.

11 k. “Employer Taxes” means the employer’s share of taxes and contributions in
12 connection with the wages portion of Individual Settlement Shares, which shall be paid by Defendant
13 in addition to the Gross Settlement Amount.

14 l. “Enhancement Payment” means the amount to be paid to Plaintiff, in
15 recognition of her effort and work in prosecuting the Action on behalf of Class Members and PAGA
16 Employees, and general release of claims, as set forth in Paragraph 13.

17 m. “Final Approval” means the determination by the Court that the Settlement is
18 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

19 n. “Final Approval Hearing” means the hearing at which the Court will consider
20 and determine whether the Settlement should be granted Final Approval.

21 o. “Final Approval Order and Judgment” means the order granting final approval
22 of the Settlement and entering judgment thereon, in a form and content mutually agreed to by the
23 Parties, and subject to approval by the Court.

24 p. “Gross Settlement Amount” means the amount of Five Hundred Thousand
25 Dollars and Zero Cents (\$500,000.00) to be paid by Defendant in full satisfaction of the Action,
26 Released Class Claims, and Released PAGA Claims, which includes all Attorneys’ Fees and Costs,
27 Enhancement Payment, PAGA Amount, Settlement Administration Costs, and Net Settlement
28 Amount to be paid to the Settlement Class Members. Defendant shall pay the Employer Taxes

1 separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is non-
2 reversionary; no portion of the Gross Settlement Payment will return to Defendant. The Gross
3 Settlement Amount may be subject to increase only as provided in Paragraph 16.

4 q. "Individual PAGA Payment" means the *pro rata* share of the PAGA Employee
5 Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement, to be
6 calculated in accordance with Paragraph 17.

7 r. "Individual Settlement Payment" means the net payment of each Settlement
8 Class Member's Individual Settlement Share, after reduction for the employee's share of taxes and
9 withholdings with respect to the wages portion of the Individual Settlement Share, as provided in
10 Paragraph 18.

11 s. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
12 Amount that a Class Member may be eligible to receive under the Class Settlement, to be calculated
13 in accordance with Paragraph 16.

14 t. "LWDA Payment" means the amount of Thirty Seven Thousand Five Hundred
15 Dollars and Zero Cents (\$37,500.00), i.e., 75% of the PAGA Amount, that the Parties have agreed to
16 pay to the LWDA under the PAGA Settlement, as set forth in Paragraph 14.

17 u. "Net Settlement Amount" means the portion of the Gross Settlement Amount
18 that is available for distribution to Settlement Class Members, which is the Gross Settlement Amount
19 less the Court-approved Attorneys' Fees and Costs, Enhancement Payment, PAGA Amount, and
20 Settlement Administration Costs.

21 v. "Notice of Objection" means a Settlement Class Member's written objection to
22 the Class Settlement, which must: (a) contain the case name and number of the Action; (b) contain the
23 objector's full name, signature, address, telephone number, and the last four (4) digits of the objector's
24 Social Security number; (c) contain a written statement of all grounds for the objection accompanied
25 by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents
26 upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the
27 specified address, postmarked on or before the Response Deadline.

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1 w. "PAGA Amount" means the allocation of Fifty Thousand Dollars and Zero
2 Cents (\$50,000.00) from the Gross Settlement Amount for the PAGA Settlement. Seventy-five
3 percent (75%) of the PAGA Amount, or \$37,500.00, will be paid to the LWDA (i.e., the LWDA
4 Payment) and the remaining twenty-five percent (25%), or \$12,500.00, will be distributed to the
5 PAGA Employees (i.e., the PAGA Employee Amount).

6 x. "PAGA Employee(s)" means all current and former non-exempt employees
7 who worked for Defendant in California at any time during the PAGA Period.

8 y. "PAGA Employee Amount" means the amount of Twelve Thousand Five
9 Hundred Dollars and Zero Cents (\$12,500.00), i.e., 25% of the PAGA Amount, to be distributed to
10 PAGA Employees on a *pro rata* basis based on their Workweeks.

11 z. "PAGA Period" means the period from September 19, 2022 through January
12 24, 2025, subject to Paragraph 16.

13 aa. "PAGA Settlement" means the settlement and resolution of all Released PAGA
14 Claims.

15 bb. "Preliminary Approval" means the date on which the Court enters the
16 Preliminary Approval Order.

17 cc. "Preliminary Approval Order" means the order granting preliminary approval
18 of the Settlement, in a form and content mutually agreed to by the Parties, and subject to approval by
19 the Court.

20 dd. "Released Class Claims" means any and all claims which were alleged or which
21 could have been reasonably alleged based on the factual allegations in the Operative Complaint,
22 arising during the Class Period, including, but not limited to, claims for Defendant's alleged failure to
23 pay overtime and minimum wages, provide compliant meal and rest periods and associated premium
24 payments, timely pay wages during employment and upon termination, provide compliant wage
25 statements, and reimburse necessary business-related expenses in violation of California Labor Code
26 Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and
27 2802.

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1 ee. “Released PAGA Claims” means any and all claims arising from or reasonably
2 related to any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil
3 penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et*
4 *seq.*

5 ff. “Released Parties” means Defendant and each of its former and present
6 subsidiaries, affiliates, parents, agents, supervising employees, members, investors (including but not
7 limited to Levine Leichtman Capital Partners, LLC and its affiliates, employees, partners (limited and
8 general), holding companies and investment partnerships), partners, owners, directors, officers,
9 attorneys, trustees, insurers, representatives, predecessors, successors, assigns, shareholders, owners,
10 and members.

11 gg. “Request for Exclusion” means a letter submitted by a Class Member indicating
12 a request to be excluded from the Class Settlement, which must: (a) contain the case name and number
13 of the Action; (b) contain the Class Member’s full name, signature, address, telephone number, and
14 last four (4) digits of the Class Member’s Social Security number; (c) clearly state that the Class
15 Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the
16 Settlement Administrator at the specified address, postmarked on or before the Response Deadline.

17 hh. “Response Deadline” means the deadline by which Class Members must submit
18 a Request for Exclusion, Notice of Objection, and/or Workweeks Dispute, which shall be the date that
19 is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator
20 to Class Members, unless the 60th day falls on a Sunday or Federal holiday, in which case the
21 Response Deadline will be extended to the next day on which the United States Postal service is open.
22 The Response Deadline may also be extended by express agreement between Class Counsel and
23 Defendant’s Counsel. In the event that a Class Notice is re-mailed to a Class Member, the Response
24 Deadline for that Class Member shall be extended fifteen (15) calendar days from the original
25 Response Deadline.

26 ii. “Settlement Administrator” means Apex Class Action LLC, or any other third-
27 party class action settlement administrator agreed to by the Parties and approved by the Court for
28 purposes of administering the Settlement. The Parties and their counsel each represent that they do

1 non-settlement context.

2 **TERMS OF THE AGREEMENT**

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

5 12. Attorneys’ Fees and Costs. Defendant agrees not to oppose or impede any application
 6 or motion by Class Counsel for attorneys’ fees in the amount up to one-third (1/3) of the Gross
 7 Settlement Amount (i.e., \$166,666.67 if the Gross Settlement Amount is \$500,000.00) and
 8 reimbursement of actual costs and expenses associated with Class Counsel’s litigation and settlement
 9 of the Action, in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00),
 10 both of which will be paid from the Gross Settlement Amount. These amounts will cover any and all
 11 work performed and any and all costs incurred by Class Counsel in connection with the litigation of
 12 the Action, including without limitation all work performed and costs incurred to date, and all work
 13 to be performed and all costs to be incurred in connection with obtaining the Court’s approval of this
 14 Settlement Agreement, including any objections raised and any appeals necessitated by those
 15 objections. Class Counsel shall be solely and legally responsible for correctly characterizing this
 16 compensation for tax purposes and for paying any taxes on the amounts received. The Settlement
 17 Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys’ Fees and Costs. Any
 18 portion of the requested Attorneys’ Fees and Costs that is not awarded by the Court to Class Counsel
 19 shall be reallocated to the Net Settlement Amount for the benefit of the Settlement Class Members.
 20 The Court’s approval of lesser amounts shall not provide a basis for either Party to revise or rescind
 21 this Settlement Agreement.

22 13. Enhancement Payment. Defendant agrees not to oppose or impede any application or
 23 motion by Plaintiff for an Enhancement Payment in the amount up to Five Thousand Dollars and Zero
 24 Cents (\$5,000.00). The Enhancement Payment, which will be paid from the Gross Settlement
 25 Amount, subject to Court approval, will be in addition to her Individual Settlement Payment as a
 26 Settlement Class Member and Individual PAGA Payment as a PAGA Employee. Plaintiff shall be
 27 solely and legally responsible for correctly characterizing this compensation for tax purposes and for
 28 paying any taxes on the amounts received. The Settlement Administrator shall issue an IRS Form

1 1099 to Plaintiff for the Enhancement Payment. Any portion of the requested Enhancement Payment
2 that is not awarded by the Court to Plaintiff shall be reallocated to the Net Settlement Amount for the
3 benefit of the Settlement Class Members. The Court’s approval of lesser amounts shall not provide a
4 basis for either Party to revise or rescind this Settlement Agreement.

5 14. PAGA Amount. Subject to approval by the Court, the Parties agree that the amount of
6 Fifty Thousand Dollars and Zero Cents (\$50,000.00) shall be allocated from the Gross Settlement
7 Amount toward penalties under the Private Attorneys General Act, California Labor Code Section
8 2698, *et seq.* (i.e., the PAGA Amount), of which seventy-five percent (75%), or \$37,500.00, will be
9 paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent (25%), or \$12,500.00, will be
10 distributed to PAGA Employees (i.e., the PAGA Employee Amount) on a *pro rata* basis, based on the
11 total number of Workweeks worked by each PAGA Employee during the PAGA Period (i.e., the
12 Individual PAGA Payments).

13 15. Settlement Administration Costs. The Settlement Administrator will be paid for the
14 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
15 which is currently estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00). These
16 costs, which will be paid from the Gross Settlement Amount, subject to Court approval, will include,
17 *inter alia*, printing, distributing, and tracking Class Notices and other documents for the Settlement,
18 calculating and distributing payments due under the Settlement, issuing of 1099 and W-2 IRS Forms
19 and all required tax reporting, filings, withholdings, and remittances, providing necessary reports and
20 declarations, and other duties and responsibilities set forth herein to process the Settlement, and as
21 requested by the Parties. To the extent the actual Settlement Administrator’s costs are greater than the
22 estimated amount stated herein, such excess amount will be deducted from the Gross Settlement
23 Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded
24 Settlement Administration Costs which are not in fact required to fulfill payment to the Settlement
25 Administrator to undertake the required settlement administration duties shall be reallocated to the Net
26 Settlement Amount for the benefit of the Settlement Class Members.

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1 16. Escalator Clause. Defendant has represented that the Class Members worked a
2 total of 15,010 workweeks during the period September 19, 2022 through November 25, 2024. If it is
3 determined by the Settlement Administrator that the total number of Workweeks worked by the Class
4 Members during the Class Period actually exceeds 15,010 by more than 10% (i.e., if the Workweeks
5 exceed 16,511), then the Gross Settlement Amount will be increased on a *pro rata* basis equal to the
6 percentage increase in the number of Workweeks worked by the Class Members above 10%, or
7 Defendant will have the option to set the Class Period and PAGA Period end date to a date at which
8 the number of Workweeks equals 15,010.

9 17. Individual Settlement Share Calculations. Individual Settlement Shares will be
10 calculated and apportioned from the Net Settlement Amount based on the Class Members’ number of
11 Workweeks, as follows:

12 a. After Preliminary Approval, the Settlement Administrator will divide the Net
13 Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek
14 Value,” and multiply each Class Member’s individual Workweeks by the Estimated Workweek Value
15 to yield each Class Member’s estimated Individual Settlement Share that the Class Member may be
16 entitled to receive under the Class Settlement.

17 b. After Final Approval, the Settlement Administrator will divide the final Net
18 Settlement Amount by the Workweeks of all Settlement Class Members to yield the “Final Workweek
19 Value,” and multiply each Settlement Class Member’s individual Workweeks by the Final Workweek
20 Value to each Settlement Class Member’s final Individual Settlement Share.

21 18. Individual PAGA Payment Calculations. Individual PAGA Payments will be
22 calculated and apportioned from the PAGA Employee Amount based on the PAGA Employees’
23 number of Workweeks, as follows: The Settlement Administrator will divide the PAGA Employee
24 Amount, i.e., 25% of the PAGA Amount, by the Workweeks of all PAGA Employees to yield the
25 “PAGA Workweek Value,” and multiply each PAGA Employee’s individual Workweeks by the
26 PAGA Workweek Value to yield each PAGA Employee’s Individual PAGA Payment.

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1 19. Tax Treatment of Individual Settlement Shares and Individual PAGA Payments. Each
2 Individual Settlement Share will be allocated as follows: ten percent (10%) wages and ninety (90%)
3 penalties, interest, and non-wage damages. The portion allocated to wages will be reported on an IRS
4 Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on
5 an IRS Form 1099 (if applicable) by the Settlement Administrator. The Settlement Administrator will
6 withhold the employee's share of taxes and withholdings with respect to the wages portion of the
7 Individual Settlement Shares, and issue checks to Settlement Class Members for their Individual
8 Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
9 withholdings). The Employer Taxes will be paid separately and in addition to the Gross Settlement
10 Amount. Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties
11 and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator.

12 20. Administration of Taxes by the Settlement Administrator. The Settlement
13 Administrator will be responsible for issuing to Plaintiff, Settlement Class Members, PAGA
14 Employees, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as may be
15 required by law for all amounts paid pursuant to this Settlement Agreement. The Settlement
16 Administrator will also be responsible for calculating the Employer Taxes and forwarding all payroll
17 taxes and other legally required withholdings to the appropriate government authorities.

18 21. Tax Liability. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
19 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
20 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff, Settlement
21 Class Members, and PAGA Employees are not relying on any statement, representation, or calculation
22 by Defendant, the Settlement Administrator, or Class Counsel in this regard. Plaintiff, Settlement
23 Class Members, and PAGA Employees understand and agree that Plaintiff, Settlement Class
24 Members, and PAGA Employees will be solely responsible for the payment of any taxes and penalties
25 assessed on the payments described in this Settlement Agreement. Plaintiff, Settlement Class
26 Members, and PAGA Employees should consult with their tax advisors concerning the tax
27 consequences of any payment they receive under the Settlement.

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1 22. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT
2 (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY
3 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
4 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
5 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
6 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISORS, IS
7 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
8 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
9 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
10 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
11 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
12 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B)
13 HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
14 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
15 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
16 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY
17 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
18 ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION
19 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S
20 TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY
21 BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX
22 TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY
23 TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

24 23. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the
25 Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually
26 are issued to the payee. It is expressly understood and agreed that payments made under this
27 Settlement shall not in any way entitle Plaintiff, Settlement Class Members, or any PAGA Employee
28 to additional compensation or benefits under any new or additional compensation or benefits, or any

1 bonus, contest, or other compensation or benefit plan or agreement in place during the Class Period,
2 nor will it entitle Plaintiff, Settlement Class Members, or any PAGA Employee to any increased
3 retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding
4 any contrary language or agreement in any benefit or compensation plan document that might have
5 been in effect during the Class Period).

6 24. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

7 Plaintiff will obtain a hearing date from the Court for Plaintiff's motion for preliminary approval of
8 the Settlement, which Class Counsel will be responsible for drafting, and submit this Settlement
9 Agreement to the Court in support of said motion. Class Counsel will provide Defendant's Counsel a
10 draft of the preliminary approval motion before filing it with the Court with a reasonable period
11 permitting Defendant's counsel review prior to filing of the motion. Defendant agrees not to oppose
12 the motion for preliminary approval of the Settlement consistent with this Settlement Agreement. If
13 the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material
14 change to the Basic Settlement Terms (as defined herein), Class Counsel and Defendant's Counsel
15 will expeditiously work together on behalf of the Parties by meeting in person, by videoconference,
16 or by telephone, and in good faith, to attempt to address the Court's concerns. By way of said motion,
17 Plaintiff will apply for the entry of the Preliminary Approval Order seeking the following:

- 18 a. Conditionally certifying the Class for settlement purposes only;
- 19 b. Granting Preliminary Approval of the Settlement;
- 20 c. Preliminarily appointing Plaintiff as the representative of the Class;
- 21 d. Preliminarily appointing Class Counsel as counsel for the Class;
- 22 e. Approving as to form and content, the mutually-agreed upon and proposed
23 Class Notice and directing its mailing by First Class U.S. Mail;
- 24 f. Approving the manner and method for Class Members to request exclusion
25 from or object to the Class Settlement as contained herein and within the Class Notice; and
- 26 g. Scheduling a Final Approval Hearing at which the Court will determine whether
27 Final Approval of the Settlement should be granted.

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1 25. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
2 Class Counsel shall notify the LWDA of the Settlement.

3 26. Delivery of Class List. Within twenty (20) calendar days of Preliminary Approval,
4 Defendant will provide the Class List to the Settlement Administrator.

5 27. Notice by First-Class U.S. Mail.

6 a. Within seven (7) calendar days after receiving the Class List from Defendant,
7 the Settlement Administrator will perform a search based on the National Change of Address Database
8 or any other similar services available, such as provided by Experian, for information to update and
9 correct for any known or identifiable address changes, and will mail a Class Notice in English (in the
10 form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via First-Class U.S.
11 Mail, using the most current, known mailing addresses identified by the Settlement Administrator.

12 b. Any Class Notice returned to the Settlement Administrator as undeliverable on
13 or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding
14 address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on
15 the Class Notice. If no forwarding address is provided, the Settlement Administrator will promptly
16 attempt to determine the correct address using a skip-trace or other search, using the name, address,
17 and/or Social Security number of the Class Member, and perform a single re-mailing within five (5)
18 calendar days.

19 c. Compliance with the procedures described herein above shall constitute due and
20 sufficient notice to Class Members of the Settlement and shall satisfy the requirements of due process.
21 Nothing else shall be required of or done by the Parties, Class Counsel, or Defendant's Counsel to
22 provide notice of the Settlement.

23 28. Disputes Regarding Workweeks. Class Members will have an opportunity to dispute
24 the number of Workweeks which have been credited to them, as reflected in their respective Class
25 Notices, by submitting a timely and valid Workweeks Dispute to the Settlement Administrator, by
26 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
27 envelope will be the exclusive means to determine whether a Workweeks Dispute has been timely
28 submitted. Absent evidence rebutting the accuracy of Defendant's records and data as they pertain to

1 the number of Workweeks to be credited to a disputing Class Member, Defendant's records will be
2 presumed to be correct and determinative of the dispute. However, if a Class Member produces
3 information and/or documents to the contrary, the Settlement Administrator will evaluate the materials
4 submitted by the Class Member and the Settlement Administrator will resolve and determine the
5 number of eligible Workweeks that the disputing Class Member should be credited with under the
6 Settlement. The Settlement Administrator's decision on such disputes will be final and non-
7 appealable.

8 29. Requesting Exclusion from the Class Settlement. Any Class Member wishing to be
9 excluded from the Class Settlement must submit a timely and valid Request for Exclusion to the
10 Settlement Administrator, by mail, postmarked on or before the Response Deadline. The date of the
11 postmark on the return mailing envelope will be the exclusive means to determine whether a Request
12 for Exclusion has been timely submitted. The Settlement Administrator will certify jointly to Class
13 Counsel and Defendant's Counsel the number of timely and valid Requests for Exclusion that are
14 submitted, and also identify the individuals who have submitted a timely and valid Request for
15 Exclusion in a declaration that is to be filed with the Court in advance of the Final Approval Hearing.
16 At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
17 to request exclusion from the Class Settlement. Any Class Member who submits a Request for
18 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
19 submits a timely and valid Request for Exclusion will not be bound by the Class Settlement and will
20 not be issued an Individual Settlement Payment. Any Class Member who does not affirmatively
21 request exclusion from the Class Settlement by submitting a timely and valid Request for Exclusion
22 will be bound by all of the terms of the Class Settlement, including and not limited to those pertaining
23 to the Released Class Claims, as well as any judgment that may be entered by the Court if it grants
24 Final Approval to the Settlement. Notwithstanding the above, the State of California all PAGA
25 Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment,
26 irrespective of whether they submit a Request for Exclusion.

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1 30. Objecting to the Class Settlement. To object to the Class Settlement, Settlement Class
2 Members must submit a timely and complete Notice of Objection to the Settlement Administrator, by
3 mail, postmarked on or before the Response Deadline. The date of the postmark on the return mailing
4 envelope will be the exclusive means to determine whether a Notice of Objection has been timely
5 submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendant's
6 Counsel the number of Notices of Objection that are submitted (specifying which ones were timely
7 and complete and which were not), and also attach them to a declaration that is to be filed with the
8 Court in advance of the Final Approval Hearing. At no time will any of the Parties or their counsel
9 seek to solicit or otherwise encourage Settlement Class Members to object to the Class Settlement or
10 appeal from the Final Approval Order and Judgment. Settlement Class Members, individually or
11 through counsel, may also present their objection orally at the Final Approval Hearing, regardless of
12 whether they have submitted a Notice of Objection.

13 31. Reports by the Settlement Administrator. The Settlement Administrator shall provide
14 weekly reports to counsel for the Parties providing: (a) the number of undeliverable and re-mailed
15 Class Notices; (ii) the number of Class Members who have submitted Workweeks Disputes; (iii) the
16 number of Class Members who have submitted Requests for Exclusion; and (iv) the number of
17 Settlement Class Members who have submitted Notices of Objection. Additionally, the Settlement
18 Administrator will provide to counsel for the Parties any updated reports regarding the administration
19 of the Settlement Agreement as needed or requested, and immediately notify the Parties when it
20 receives a request from an individual or any other entity regarding inclusion in the Class and/or
21 Settlement or regarding a Workweeks Dispute.

22 32. Defendant's Right to Rescind. If more than ten percent (10%) of the Class Members
23 submit timely and valid Requests for Exclusion, Defendant may elect to rescind the Settlement
24 Agreement. Defendant must exercise this right of rescission in writing that is provided to Class
25 Counsel within fourteen (14) calendar days of the Settlement Administrator notifying the Parties of
26 the number of Class Members who have submitted timely and valid Requests for Exclusion following
27 the Response Deadline. If Defendant exercises this option, Defendant shall pay any costs of settlement
28 administration owed to the Settlement Administrator incurred up to that date.

1 33. Certification of Completion. Upon completion of administration of the Settlement, the
2 Settlement Administrator will provide a written declaration under oath to certify such completion to
3 the Court and counsel for all Parties.

4 34. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
5 the Response Deadline, a Final Approval Hearing will be conducted to determine whether Final
6 Approval of the Settlement should be granted, along with the amounts properly payable for: (a)
7 Individual Settlement Shares; (b) Individual PAGA Payments; (c) LWDA Payment; (d) Attorneys'
8 Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The Final
9 Approval Hearing will not be held earlier than thirty (30) calendar days after the Response Deadline.
10 Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval of the
11 Settlement. Class Counsel will provide Defendant's Counsel a draft of the final approval motion
12 before filing it with the Court with a reasonable period permitting Defendant's Counsel review prior
13 to filing of the motion. If the Court does not grant Final Approval or conditions Final Approval on
14 any material change to the Basic Settlement Terms (as defined herein), the Parties will expeditiously
15 work together in good faith to attempt to address the Court's concerns as necessary to obtain Final
16 Approval. The Court's decision to award less than the amounts requested for Attorneys' Fees and
17 Costs, Enhancement Payment, and Settlement Administration Costs shall not constitute a material
18 modification of the Agreement within the meaning of this Paragraph. By way of said motion, Plaintiff
19 will apply for the entry of the Final Approval Order and Judgment, which will provide for, in
20 substantial part, the following:

- 21 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
22 consummation of its terms and provisions;
- 23 b. Certification of the Settlement Class;
- 24 c. Approval of the application for Attorneys' Fees and Costs to Class Counsel;
- 25 d. Approval of the application for Enhancement Payment to Plaintiff;
- 26 e. Directing Defendant to fund all amounts due under the Settlement Agreement
27 and ordered by the Court; and

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1 f. Entering judgment in the Action, while maintaining continuing jurisdiction, in
2 conformity with California Rules of Court 3.769 and the Settlement Agreement.

3 35. Funding of the Gross Settlement Amount. No later than five (5) business days after
4 the Effective Date, Defendant will deposit the Gross Settlement Amount into a Qualified Settlement
5 Fund (“QSF”) within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established
6 by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement
7 Administrator to calculate necessary payroll taxes including its official name, 8-digit state
8 unemployment insurance tax ID number, and other information requested by the Settlement
9 Administrator, no later than five (5) business days after the Effective Date.

10 36. Distribution of the Gross Settlement Amount. Within ten (10) calendar days of the
11 funding of the Gross Settlement Amount, the Settlement Administrator will issue the Individual
12 Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees,
13 LWDA Payment to the LWDA, Enhancement Payment to Plaintiff, Attorneys’ Fees and Costs to Class
14 Counsel, and Settlement Administration Costs to itself. The Settlement Administrator shall also set
15 aside the Employer Taxes and all employee-side payroll taxes, contributions, and withholding, and
16 timely forward these to the appropriate government authorities.

17 37. Settlement Checks. The Settlement Administrator will be responsible for undertaking
18 appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way
19 of check to the Settlement Class Members and the Individual PAGA Payments by way of check to the
20 PAGA Employees in accordance with this Settlement Agreement. When issuing payments, the
21 Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA
22 Payment into one check if the intended recipient for both payments is one individual. Settlement Class
23 Members and PAGA Employees are not required to submit a claim to be issued an Individual
24 Settlement Payment and/or Individual PAGA Payment. Each Individual Settlement Payment and
25 Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180)
26 calendar days from the date the checks are issued, and thereafter, shall be canceled. Any funds
27 associated with such canceled checks shall be distributed by the Settlement Administrator to
28 Children’s Advocacy Institute (the proposed *cy pres* recipient) in accordance with California Civil
Procedure Code Section 384. The Parties and their counsel represent that they do not have any

1 financial interest in, or otherwise have a relationship with, the proposed *cy pres* recipient that could
2 create a conflict of interest. The Settlement Administrator shall undertake amended and/or
3 supplemental tax filings and reporting required under applicable local, state, and federal tax laws that
4 are necessitated due to the cancelation of any Individual Settlement Payment and/or Individual PAGA
5 Payment checks. To the extent that the Settlement Administrator is able to obtain or receive the return
6 or refund of the amounts that were transmitted to taxing authorities for the employees' share of taxes,
7 contributions, and/or withholding associated with canceled Individual Settlement Payments, all such
8 amounts shall also be transmitted to Children's Advocacy Institute.

9 38. Class Settlement Release. Upon the Effective Date and full funding of the Gross
10 Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally,
11 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
12 Released Class Claims.

13 39. PAGA Settlement Release. Upon the Effective Date and full funding of the Gross
14 Settlement Amount, Plaintiff and the State of California with respect to all PAGA Employees will be
15 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
16 the Released Parties of all Released PAGA Claims.

17 40. Plaintiff's General Release. Upon the Effective Date and full funding of the Gross
18 Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally,
19 and forever released, settled, compromised, relinquished, and discharged the Released Parties from
20 any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
21 damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or
22 unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment
23 and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution
24 of this Settlement Agreement, had or claimed to have or may have, including but not limited to: (1)
25 the Action and any claims arising out of the Action; (2) any claims under federal, state, or local law
26 for or relating to wages, benefits, compensation, vacation, or other paid time off, and claims for
27 liquidated damages, penalties, or costs and fees associated therewith, including under the California
28 Labor Code or the California Business and Professions Code; (3) wrongful termination,

1 discrimination, harassment, and/or retaliation, including under the California Fair Employment and
2 Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California
3 Family Rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code,
4 the California Government Code, (4) any act, omission, occurrence, or claim arising out of or related
5 to the Action or Plaintiff's employment or termination thereof with Defendant taking place on or
6 before the execution of this Settlement Agreement; and (5) any other form of relief or remedy of any
7 kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of
8 liability under state, federal, or local law (collectively, "Plaintiff's General Release"). Plaintiff's
9 General Release does not extend to any claims or actions to enforce this Agreement, or to any claims
10 that may not be released as a matter of law. Plaintiff understands that the facts with respect to which
11 this Settlement Agreement is entered into may be materially different from those the Parties now
12 believe to be true. Plaintiff accepts and assumes this risk, and agreed this general release shall remain
13 in full force and effect, and legally binding, notwithstanding the discovery or existence of any
14 additional or different facts, or any claims with respect to those facts. Any and all rights granted under
15 any state or federal law or regulation limiting the effect of this Settlement Agreement, including the
16 provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED.
17 Section 1542 of the California Civil Code reads as follows:

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

23 41. Final Approval Order and Judgment. The Parties shall provide the Settlement
24 Administrator with a copy of the Final Approval Order and Judgment once it is entered by the Court,
25 and the Settlement Administrator shall post the Final Approval Order and Judgment on its website for
26 sixty (60) calendar days. No individualized notice of the Final Approval Order and Judgment to the
27 Class will be required.

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1 42. Continued Jurisdiction. After entry of the judgment pursuant to the Settlement, the
2 Court will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and
3 Section 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the
4 interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters,
5 and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this
6 Settlement Agreement.

7 43. Effects of Nullification of Settlement. In the event that the Court should for any reason
8 fail to certify the Class for settlement; or (b) the Court should for any reason fail to approve this
9 Settlement without requiring material changes to the “Basic Settlement Terms,” which are defined as
10 relating to the Gross Settlement Amount; the parameters of the Released Class Claims, Released
11 PAGA Claims, Plaintiff’s General Release, the covered Class Period; and revisions to the Escalator
12 Clause; or (c) the Court should for any reason fail to enter the Final Approval Order and Judgment; or
13 (d) the Final Approval Order and Judgment is reversed, or declared or rendered void; or (e) Defendant
14 exercise their option to rescission of the Settlement Agreement based on an excessive number of opt-
15 outs, as described in the above; or (f) the Court should for any reason fail to dispose the Action in its
16 entirety, then:

17 a. The Settlement Agreement shall be void and shall have no force or effect, and
18 no Party shall be bound by any of its terms;

19 b. In the event the Settlement Agreement is terminated, Defendant shall have no
20 obligation to make any payments to any Party, Class Member, or attorney, except that the terminating
21 Party shall pay the Settlement Administrator for services rendered up to the date the Settlement
22 Administrator is notified that the Settlement has been terminated;

23 c. The Preliminary Approval Order and Final Approval Order and Judgment,
24 including any order certifying the Class, shall be vacated;

25 d. The Settlement Agreement and all negotiations, statements, and proceedings
26 relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be
27 restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

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1 e. Neither this Settlement Agreement, nor any ancillary documents, actions,
2 statements, or filings in furtherance of the Settlement (including all matters associated with the
3 mediation) shall be admissible or offered into evidence in the Action or any other action for any
4 purpose whatsoever; and

5 f. Any documents generated to bring the Settlement into effect, will be null and
6 void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will
7 likewise be treated as void from the beginning.

8 The Parties agree that if the conditions in this Paragraph occur and the Agreement is nullified,
9 they will promptly attend mediation with a mutually agreed-upon mediator in an effort to reach a
10 settlement that may be approved by the Court, unless the Parties are able to resolve the issue leading
11 to nullification of the Agreement without resort to a mediator.

12 44. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
13 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
14 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
15 of action or right herein released and discharged.

16 45. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set
17 forth in any attached exhibits, which are incorporated by this reference as though fully set forth herein.
18 Any exhibits to this Settlement Agreement are an integral part of the Settlement.

19 46. Limitations on Publicity. The Parties and their counsel agree to keep the terms of the
20 Settlement confidential and not shared with any third parties, except for the mediator Steven J.
21 Rottman, Esq., until the filing of Plaintiff's motion for preliminary approval. Except as set forth in
22 this Paragraph or with the consent of all Parties, the Parties and their counsel agree that they will not,
23 unless required by law, communicate or publicize the existence of or set forth the terms of the
24 settlement in a public manner, including without limitation by communicating or publishing the
25 existence of or the terms of the Settlement to members of the press, or to publish such information on
26 any website or social media forum (including through organizations that publicize verdicts and
27 settlements and on websites operated by or for counsel). Nothing herein shall be interpreted as
28 preventing any good-faith communications by any counsel for the Parties and/or any Parties with any
court, Class Members, or the Settlement Administrator for the purpose of facilitating the Settlement.

1 Nothing herein shall prevent the Parties from filing documents and communicating with the courts
2 and other counsel in connection with the Action. Nothing herein shall prevent Defendant from
3 communicating with its employees, ownership, and lender concerning the Settlement. Nothing herein
4 shall restrict Class Counsel from including publicly available information regarding the settlement in
5 future judicial submissions regarding Class Counsel’s qualifications and experience. Furthermore,
6 Plaintiff and Class Counsel will undertake any and all disclosures required to be made to the LWDA
7 in conformity with PAGA.

8 47. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
9 entirety of the Parties’ agreement relating to the settlement and transaction completed thereby, and all
10 prior or contemporaneous agreements, understandings, representations, and statements, whether oral
11 or written and whether by a Party or such Party’s legal counsel, are merged herein. No other prior or
12 contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties
13 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure
14 Section 1856(a), which provide that a written agreement is to be construed according to its terms and
15 may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic
16 oral or written representations or terms will modify, vary, or contradict the terms of this Settlement
17 Agreement.

18 48. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in
19 the Action (including with respect to California Code of Civil Procedure Section 583.310), except
20 such proceedings necessary to implement and complete this Settlement Agreement, pending the Final
21 Approval Hearing to be conducted by the Court.

22 49. Amendment or Modification. Prior to the filing of the motion for preliminary approval
23 of the Settlement, the Parties may not amend or modify any provision of this Settlement Agreement
24 except by written agreement signed by counsel for all Parties. After the filing of the motion for
25 preliminary approval of the Settlement, the Parties may not amend or modify any provision of this
26 Settlement Agreement except by written agreement signed by counsel for all the Parties and subject
27 to Court approval. A waiver or amendment of any provision of this Settlement Agreement will not
28 constitute a waiver of any other provision.

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1 50. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
2 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
3 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
4 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
5 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
6 full authority to enter into this Settlement Agreement, and further intend that this Settlement
7 Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible
8 and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation
9 confidentiality provisions that otherwise might apply under state or federal law.

10 51. Signatories. It is agreed that because the members of the Class are so numerous, it is
11 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class
12 Notice will advise all Class Members of the binding nature of the Class Settlement as to the Settlement
13 Class Members and the binding nature of the PAGA Settlement as to the State of California with
14 respect to all PAGA Employees, and the releases provided for by this Settlement Agreement shall
15 have the same force and effect as if this Settlement Agreement were executed by each Settlement
16 Class Member and the State of California.

17 52. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
18 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

19 53. California Law Governs. All terms of this Settlement Agreement and attached exhibits
20 hereto will be governed by and interpreted according to the laws of the State of California.

21 54. Execution and Counterparts. This Settlement Agreement is subject only to the
22 execution of all Parties. However, this Settlement Agreement may be executed in one or more
23 counterparts. All executed counterparts and each of them, including facsimile, electronic, and scanned
24 copies of the signature page, will be deemed to be one and the same instrument.

25 55. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
26 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
27 this Settlement after arm's length negotiations and in the context of adversarial litigation, taking into
28 account all relevant factors, present and potential. The Parties further acknowledge that they are each
represented by competent counsel and that they have had an opportunity to consult with their counsel

1 regarding the fairness and reasonableness of this Settlement Agreement. In addition, if necessary to
2 obtain approval of the Settlement, the Mediator may execute a declaration supporting the Settlement
3 and the reasonableness of the Settlement and the Court may, in its discretion, contact the Mediator to
4 discuss the Settlement and whether or not the Settlement is objectively fair and reasonable.

5 56. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement
8 Agreement valid and enforceable.

9 57. Plaintiff's Cooperation. Plaintiff agrees to sign this Settlement Agreement and, by
10 signing this Settlement Agreement, is hereby bound by the terms herein and agrees to fully cooperate
11 to implement the Settlement.

12 58. Non-Admission of Liability. The Parties enter into this Settlement Agreement to
13 resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of
14 continued litigation. In entering into this Settlement Agreement, Defendant does not admit, and
15 specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines
16 promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements;
17 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
18 or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement
19 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
20 construed as an admission or concession by Defendant of any such violations or failures to comply
21 with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement
22 Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received
23 as evidence in any action or proceeding to establish any liability or admission on the part of Defendant
24 or to establish the existence of any condition constituting a violation of, or a non-compliance with,
25 federal, state, local, or other applicable law.

26 59. Captions. The captions and paragraph numbers in this Settlement Agreement are
27 inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or
28 intent of the provisions of this Settlement Agreement.

1
2 64. Cooperation and Execution of Necessary Documents. All Parties and their counsel will
3 cooperate with each other in good faith and use their best efforts to implement the Settlement,
4 including and not limited to, executing all documents to the extent reasonably necessary to effectuate
5 the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or
6 content of any document needed to implement the Settlement Agreement, or on any supplemental
7 provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties
8 may seek the assistance of the Mediator and then the Court to resolve such disagreement.

9 **IN WITNESS WHEREOF**, the Parties hereto knowingly and voluntarily executed this Joint
10 Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendant:

11 **IT IS SO AGREED.**

12 Dated: 04/29/2025

PLAINTIFF VIVIAN HUYNH



Plaintiff Vivian Huynh

14
15 Dated: 4/30/2025

DEFENDANT TECHNICAL SAFETY SERVICES, LLC

Signed by:


A7D58AA1D67A456...

Full Name: Marc Boreham

Title: President

On behalf of Defendant Technical Safety Services, LLC

17
18
19 **APPROVED AS TO FORM ONLY:**

20
21 Dated: April 29, 2025

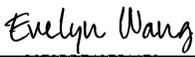
BLACKSTONE LAW, APC



Alexandra Rose
Attorneys for Plaintiff Vivian Huynh and Proposed Class Counsel

22
23
24
25 Dated: 4/30/2025

DAVIS WRIGHT TREMAINE LLP

Signed by:


C072DBE48F514F6...

Evelyn Wang
Stephen Franz
Attorneys for Defendant Technical Safety Services, LLC

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Vivian Huynh v. Technical Safety Services, LLC
Superior Court of California for the County of Alameda, Case No. 23CV053505

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant’s records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or PAGA Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Vivian Huynh (“Plaintiff”) and Defendant Technical Safety Services, LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”) in the case entitled *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505 (“Action”), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] (“Final Approval Hearing”) to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

“**Class**” or “**Class Member(s)**” means all current and former non-exempt employees who worked for Defendant in California at any time during the Class Period.

“**Class Period**” means the period from September 19, 2022 through January 24, 2025.

“**Class Settlement**” means the settlement and resolution of all Released Class Claims.

“**PAGA Employee(s)**” means all current and former non-exempt employees who worked for Defendant in California at any time during the PAGA Period.

“**PAGA Period**” means the period from September 19, 2022 through January 24, 2025.

“**PAGA Settlement**” means the settlement and resolution of all Released PAGA Claims.

“**Workweeks**” means the number of weeks each Class Member and PAGA Employee worked at least one (1) day for Defendant as a non-exempt employee in California during the Class Period and PAGA Period.

II. BACKGROUND OF THE ACTION

On September 19, 2023, Plaintiff provided written notice to the California Labor and Workforce Development Agency (“LWDA”) and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated (“PAGA Letter”). On November 27, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* in the Action. On May 2, 2025, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint (“Operative Complaint”) in the Action.

Plaintiff contends that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, and reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”). Plaintiff seeks, among other things, recovery of alleged unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Action, that it owes Class Members any monies, or that it violated any law or engaged in wrongdoing of any kind associated with the claims alleged in the lawsuit. Defendant contends, among other things, that it has complied at all times with applicable law in connection with its compensation of and legal obligations to Class Members.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action LLC as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Vivian Huynh as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67), and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Six Thousand Dollars and Zero Cents (\$26,000.00) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for her services in the Action; (3) the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (\$37,500.00) (“LWDA Payment”) and the remaining 25% (\$12,500.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs in an amount not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on their number of Workweeks. The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and

multiplied each Class Member's individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as ten percent (10%) as wages, which will be reported on an IRS Form W-2, and ninety percent (90%) as penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Shares resulting in a net payment to the Settlement Class Member ("Individual Settlement Payment"). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares ("Employer Taxes") will be paid by Defendant separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount ("Individual PAGA Payment") based on their number of Workweeks. The Settlement Administrator had divided the PAGA Employee Amount, i.e., 25% of the PAGA Amount, by the Workweeks of all PAGA Employees to yield the "PAGA Workweek Value," and multiplied each PAGA Employee's individual Workweeks by the PAGA Workweek Value to yield each PAGA Employee's Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

- **From September 19, 2022 through January 24, 2025 (i.e., the Class Period and PAGA Period), you are credited as having worked [REDACTED] Workweeks.**

If you wish to dispute the Workweeks credited to you, you must submit your dispute in writing to the Settlement Administrator ("Workweeks Dispute"). The Workweeks Dispute must: (a) contain the case name and number of the Action (*Huynh v. Technical Safety Services, LLC*, Case No. 23CV053505); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and the State of California with respect to all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

“Released Class Claims” means any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, including, but not limited to, claims for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802.

“Released PAGA Claims” means any and all claims arising from or reasonably related to any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

“Released Parties” means Defendant and each of its former and present subsidiaries, affiliates, parents, agents, supervising employees, members, investors (including but not limited to Levine Leichtman Capital Partners, LLC and its affiliates, employees, partners (limited and general), holding companies and investment partnerships), partners, owners, directors, officers, attorneys, trustees, insurers, representatives, predecessors, successors, assigns, shareholders, owners, and members.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$166,666.67) and reimbursement of litigation costs and expenses in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) (“Enhancement Payment), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Seven Thousand Dollars and Zero Cents (\$7,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Workweeks Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Gross Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

As a Class Member and PAGA Employee, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter (“Request for Exclusion”) to the Settlement Administrator, at the following address:

[Settlement Administrator]
[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Huynh v. Technical Safety Services, LLC*, Case No. 23CV053505); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Huynh v. Technical Safety Services, LLC*, Case No. 23CV053505); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before [Response Deadline]**.

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 20 of the Alameda County Superior Court, located at Administration Building, 1221 Oak Street, Oakland, California 94612, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>. After arriving at the website, click the "Searches" tab at the top of the page, then select the Document Downloads link, enter the case number (23CV053505) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Settlement Administrator's website at [redacted] for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.