

**NOTICE OF CLASS ACTION SETTLEMENT
("NOTICE")**

Faustino Arciniega v. Protective Industries, Inc.; CAPLUGS; et al.
Case No. 19STCV08558

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BIENG PROVIDED TO YOU IN ENGLISH AND IN SPANISH**

If you are a current or former non-exempt employee of Protective Industries, Inc.; CAPLUGS; or Evergreen Industries, Inc., from March 13, 2015, through August 25, 2021, a class action settlement described in this letter may affect your rights. Please read this Notice carefully.

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

WHY ARE YOU RECEIVING THIS NOTICE?

- **Faustino Arciniega ("Plaintiff" and/or "Mr. Arciniega"), a former employee of Protective Industries, Inc. dba CAPLUGS; Evergreen Industries, Inc., ("Defendants" and/or "CAPLUGS"), filed a lawsuit against CAPLUGS, which referred to here as ("the Action"); CAPLUGS denies any and all liability.**
- **The Parties to the lawsuits have reached a proposed settlement, and the Court has given its preliminary approval to the terms of the settlement. The Court has not and will not decide whether CAPLUGS did anything wrong.**
- **Based on CAPLUGS's records, you are one of the current or former CAPLUGS employees who is eligible to participate in the settlement.**
- **This proposed settlement could affect your legal rights, and you have a choice to make now:**

Your Legal Rights and Options in this Lawsuit

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| Do Nothing | If you are a Class Member and the Settlement is approved, the Settlement Administrator will mail you a settlement check at your last known address after the settlement is fully funded (unless you timely provide a forwarding address to the Settlement Administrator). As a result of being a Class Member, you will receive a settlement payment. Whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement as to your state law claims and any Final Judgment entered in this Action against Defendant involving the same or similar legal claims as the ones in this case. |
| Ask to be Excluded | If you do NOT want to be a part of the Settlement and receive a settlement check, you may submit a Request for Exclusion Form. If you submit a Request for Exclusion Form, you will NOT be bound by any the terms of the Settlement. Your Request for Exclusion must be mailed to the Settlement Administrator and must be postmarked by November 26, 2021. You should not request exclusion if you wish to receive money from or otherwise participate in the Settlement. If a Class Member requests to be excluded from the Settlement, the Class Member will still receive a share of the PAGA allocation, if the Class Member worked during the PAGA period and will be deemed to have released any PAGA claims as disclosed in the LWDA letter dated March 12, 2019, and the facts as alleged in the operative First Amended Complaint that he or she may have as a result of the Settlement. |
| Object to the Settlement | <p>You can object to the Settlement before the Court's Final Approval Hearing of the Settlement currently set for [insert date] and [insert time], in Department 7 of the Superior Court of the State of California for the County of Los Angeles located at 312 N Spring St, Los Angeles, California 90012. To object, you must submit a written objection to the Settlement Administrator by November 26, 2021. You may also include a statement in your written objection that you would like to attend the hearing and be heard at the Final Approval Hearing. You may appear remotely. You can arrange for a remote appearance through the Los Angeles County Superior Court website at https://www.lacourt.org/lacc/.</p> <p>You are not requested or required to appear, either personally or through counsel, at the Final Approval Hearing in order for your objection to be considered. Your objection and if applicable, statement of intention to appear at the Final Approval Hearing must be submitted to the Settlement Administrator and must be postmarked no later than November 26, 2021. You may object to the Settlement only if you do NOT submit a Request for Exclusion.</p> |
| Dispute Workweek Information | Your proposed settlement share is based on the number of workweeks you worked for Defendant in California between March 13, 2015, through August 25, 2021. If you dispute the information regarding the number of weeks you worked as set forth above, you must mail a written statement to the Settlement Administrator, PHOENIX SETTLEMENT ADMINISTRATION, P.O. Box 7208, Orange, CA 92863, explaining your disagreement and return it along with any documentation relating to your disagreement, such as itemized wage statements, tax forms, timesheets or personnel records, and it must be postmarked no later than November 26, 2021. You may both dispute workweek information and object to the Settlement. If you dispute workweek information and the court approves the Settlement, you will still be mailed a Settlement payment at your last known address after the Settlement is fully funded and you will still release your right to sue Defendant about the legal claims being released in this Settlement. |
| Updating Your Mailing Address | Settlement checks may not be mailed until more than thirty (30) after this notice is mailed. Settlement checks will be mailed to your last known address. If you want your Settlement check to be mailed to a different address, you may update your address by mailing your current address to the Settlement Administrator at PHOENIX SETTLEMENT ADMINISTRATION, P.O. Box 7208, Orange, CA 92863 |

CAPLUGS WILL NOT RETALIATE AGAINST ANY CLASS MEMBER FOR EXERCISING ANY OF THEIR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

Your options and your deadlines to act are explained in this notice.

BASIC INFORMATION

1. WHY DID I GET THIS NOTICE?

If you worked as a non-exempt employee for CAPLUGS between March 13, 2015, and August 25, 2021, the proposed class action settlement described in this letter may affect your rights.

The Parties to the lawsuit have reached a proposed settlement of the case, which must be approved by the Court. Hon. Amy D. Hogue of the Los Angeles County Superior Court is overseeing the proposed Settlement of this Class Action and has given *preliminary* approval of the settlement so that you could receive this notice and learn about how it might affect your rights. The lawsuit is known as *Faustino Arciniega v. Protective Industries, Inc.; dba CAPLUGS; et. al.*, No. 19STCV08558. You can access the entire case file online through the County of Los Angeles Superior Court's website: <http://www.lacourt.org/onlineservices/>

Judge Hogue will hold a Final Approval Hearing concerning the proposed settlement on January 4, 2022 at 11:00 a.m. at Los Angeles County Superior Court, Department 7, located at 312 N Spring St, Los Angeles, California 90012. The Final Approval Hearing may be continued to another date without further notice.

2. WHAT IS THIS LAWSUIT ABOUT?

A former employee of CAPLUGS, Faustino Arciniega, asserted wage-hour claims against CAPLUGS. Plaintiff asserted claims against CAPLUGS on behalf of current and former employees of CAPLUGS who were or are employed in the State of California and worked for CAPLUGS as hourly or non-exempt employees during the Settlement Class Period (March 13, 2015 to August 25, 2021) based on the following categories of allegations: (1) failure to pay all wages, including overtime wages, (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide accurate itemized wage statements; (5) failure to pay wages upon termination of employment; (6) failure to pay earned wages; (7) failure to reimburse for necessary business expenditures; (8) unfair business practices, and for violations of the Labor Code Private Attorneys General Act of 2004 (PAGA) arising out of the alleged claims.

CAPLUGS denies the allegations raised in the Action and asserts that it has no liability for any of Plaintiff's or the Class Members' claims under any statute, wage order, regulation, common law, or equitable theory. The Parties reached a settlement subject to court approval as represented in the Stipulation of Class Action Settlement and Release (the "Settlement Agreement").

3. HAS THE COURT DECIDED WHO IS RIGHT?

The Court has not and will not decide whether Plaintiff or CAPLUGS is correct. By giving preliminary approval to the settlement, the Court is not suggesting that the Plaintiff or CAPLUGS will win or lose this case. The Court's role in evaluating the Settlement is to decide whether the terms of the Settlement appear to be fair to the Class based on strengths and weaknesses of Plaintiff's claims, whether a settlement on behalf of all of the Class Members is appropriate based on the types of claims in Plaintiff's Complaint and whether Plaintiff and his lawyers will fairly represent the Class Members.

4. WHAT IS A CLASS ACTION AND WHO IS INVOLVED?

In a class action lawsuit, a "Class Representative" (in this case Faustino Arciniega) sues on behalf of himself and other people who have similar claims. The people together are a "Class" or "Class Members." The Class Representative is referred to as the Plaintiff, and the Class or Putative Class (which includes Plaintiff) is referred to as the Class or Putative Class. The company they sued is called the Defendant. In a class action, the court resolves the issues for everyone in the Class, except for those people who choose to exclude themselves from the Class.

5. WHAT IS THE TIME PERIOD TO WHICH THIS CLASS ACTION APPLIES?

This Class Action applies to all hourly or non-exempt employees of CAPLUGS employed at some time since March 13, 2015 through August 25, 2021, which is the date that the Court gave its preliminary approval to the Settlement. This time period is known as the "Class Period." As described below, the Class Period is used to determine the amount of each Class Member's share of the Settlement.

6. IS THERE ANY MONEY AVAILABLE NOW?

No money is available now, because the Court has only given *preliminary* approval to the settlement. The Court has not yet decided to give *final* approval to the settlement. The Court will not decide whether to give final approval to the settlement until the Class Members have received notice of the lawsuit and had the opportunity to decide whether to participate in the settlement. If the Court grants final approval of the settlement, settlement funds will be paid to the Class Members. Defendant is not obligated to make the Settlement payment until twenty-one (21) days after the Settlement is finally approved and no disbursement will be made until Defendant has fully funded the Settlement.

THE TERMS OF THE SETTLEMENT

7. HOW MUCH IS THE TOTAL SETTLEMENT?

CAPLUGS has agreed to pay a total of Five Hundred Twenty-Five Thousand Dollars (\$525,000.00) in settlement of Plaintiff's claims. This is referred to as the "Gross Settlement Amount." Under the terms of the settlement, CAPLUGS has agreed to pay this total sum through an agreed upon payment schedule, and no part of the Gross Settlement Amount will be returned to CAPLUGS.

8. HOW MUCH OF THE SETTLEMENT WILL GO TO THE CLASS MEMBERS?

Certain deductions will be made from the Gross Settlement Amount. The amount remaining after these deductions is referred to the "Net Settlement Amount." The Net Settlement Amount is the amount that will be divided amongst the Class Members.

Each of the deductions from the Gross Settlement Amount listed below will be requested and the Court will decide how much to award at the time of final approval.

- Attorneys' fees **not to exceed** One Hundred Seventy-Five Thousand Dollars (\$175,000.00) and costs of up to Twenty Thousand Dollars (\$20,000.00).
- Payment to the Settlement Administrator **not expected to exceed** Twenty Thousand Dollars (\$20,000.00) for the costs of sending notice out to the Class Members, responding to Class Member inquiries and distributing settlement funds to the Class Members if the Court gives its final approval to the settlement;
- Payment to the Class Representative **not to exceed** Seven Thousand Five Hundred Dollars (\$7,500.00) as an incentive for the filing of this lawsuit, for the risks incurred by Plaintiff in bringing the lawsuit, and for Plaintiff's participation in this lawsuit in assisting Class Counsel; and
- Payment of Ten Thousand Dollars (\$10,000.00), to the California Labor and Workforce Development Agency ("LWDA"), for the resolution of the PAGA claims alleged in this Action. Of this amount, seventy-five percent (75%) or Seven Thousand Five Hundred Dollars (\$7,500.00), representing seventy-five percent (75%) of the PAGA allocation, will be paid to LWDA. The remaining Two Thousand Five Hundred Dollars (\$2,500.00), representing twenty five percent (25%) of the PAGA Allocation, shall be part of the Net Settlement Amount to be distributed to all Class Members.

Each of the above amounts is deducted from the Gross Settlement Amount, and the remaining amount (Net Settlement Amount) is to be distributed to all of the Class Members. From the Net Settlement Amount, payroll taxes will be paid and payments will be issued to Class Members.

9. WHAT IS MY SHARE OF THE SETTLEMENT AND HOW IS IT CALCULATED?

The Settlement reflects Plaintiff's claims that he and the other Class Members are entitled to unpaid wages and premiums, interest on unpaid wages, and various penalties related to the failure to pay wages that are established under the California Labor Code. Generally, each Class Member's share of the Settlement depends on the length of time the Class Member was employed by CAPLUGS during any time between March 13, 2015 through the August 25, 2021.

Individual Settlement Payment to Class Members: Each participating Class Member shall be eligible to receive an Individual Settlement Payment, which is a share of the Net Settlement Amount, based on the number of weeks worked by Participating Class Members during any time between March 13, 2015 through the August 25, 2021, as a proportion of all weeks worked by all Participating Class Members during any time between March 13, 2015 through the August 25, 2021.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to Participating Class Members' last known mailing address no later than fifteen (15) calendar days after the Gross Settlement Amount is fully funded. If an Individual Settlement Payment check is returned to the Claims Administrator a second time as undeliverable, the Claims Administrator shall not attempt any further re-mailing of that check. Any settlement checks that remain uncashed one hundred eighty (180) or more calendar days after issuance shall be voided. The Claims Administrator shall forward all voided settlement checks to the California State Controller's Office's Unclaimed Property Division.

Individual Settlement Payment Formula: After deducting the Class Counsel Award and Class Counsel Costs, the LWDA PAGA Allocation, Class Representative Enhancement Awards, and Claims Administration Costs, the remaining funds (the "Net Settlement Amount"), will be distributed as follows: The Settlement Administrator shall divide the Net Settlement Amount by the total number of workweeks Participating Class Members worked during the Class Period in order to determine the amount each Participating Class Member is entitled to for each workweek he or she was employed by CAPLUGS (the "Weekly Amount"). The Claims Administrator will multiply the Weekly Amount by the estimated total number of workweeks that each Participating Class Member worked during the Class Period. The product of each calculation represents the gross Individual Settlement Payment for the respective Participating Class Member. The Claims Administrator will then deduct Employee Taxes attributable to wages to arrive at the net Individual Settlement Payment for each respective Class Member.

Each eligible Class Member shall receive an Individual PAGA Settlement Payment provided they worked for CAPLUGS during the PAGA Period, which is a share of the Net Settlement Amount (“PAGA Allocation”), based on the number of weeks worked by the eligible Class Member during the PAGA Period, as a proportion of all weeks worked by all eligible Class Members during the PAGA Period. Individual PAGA Settlement Payments reflect settlement of a dispute regarding civil penalties. The Individual PAGA Settlement Payments “are not subject to taxes. Individual PAGA Settlement Payments will be issued to eligible Class Members whether they elect to participate in the settlement or not. Non-Participating Class Members (Settlement Class Members who request to be excluded from the Settlement) will still receive a share of the PAGA allocation if the Settlement Class Member worked during the PAGA period and will be deemed to have released any PAGA claims as disclosed in the LWDA letter dated March 12, 2019 and the facts as alleged in the operative First Amended Complaint that he or she may have as a result of the Settlement.

Within twenty-one (21) calendar days after Preliminary Approval, CAPLUGS shall provide the Claims Administrator with any information reasonably necessary to perform the calculation of number of workweeks for each Settlement Class Member, and any other reasonably required information the Claims Administrator requests to perform the calculations required under this Settlement. Defendant shall have no responsibility for deciding the validity of any Individual Settlement Payment or any other payments made pursuant to this Settlement, shall have no involvement in or responsibility for the determination or payment of Employee Taxes, and shall have no liability for any errors made with respect to such Employee Taxes.

Individual Settlement Payment will be allocated as follows:

- Twenty percent (20%) of your Individual Settlement Payment represents unpaid wages. Your Wage Payment will be subject to W-2 taxes and withholdings in the same way that it would have been if you had received it as part of your paycheck from CAPLUGS.
- Eighty percent (80%) of your Individual Settlement Payment represents interest and penalties. Each Class Member will receive an IRS Form 1099 for the remaining portion of their individual settlement amount not designated as wages. The Individual PAGA Settlement Payment will not be subject to tax withholdings and the Class Member shall receive an IRS Form 1099.

CAPLUGS’ RECORDS INDICATE YOU WORKED APPROXIMATELY _____ WORKWEEKS DURING THE SETTLEMENT CLASS PERIOD. BASED ON YOUR TOTAL WORKWEEKS OF _____, YOUR ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT IS _____, TO BE ISSUED LESS APPLICABLE TAXES.

The actual amount of your individual Settlement share will depend on how many Class Members decide that they want to be excluded from the Settlement, and the actual amounts deducted from the Gross Settlement Amount that the Court approves.

Disputing Workweek Information: If you dispute the information regarding the number of weeks you worked as set forth above, you must mail a written statement to the Settlement Administrator, PHOENIX SETTLEMENT ADMINISTRATION, P.O. Box 7208, Orange, CA 92863, explaining your disagreement and return it along with any documentation relating to your disagreement, such as itemized wage statements, tax forms, timesheets or personnel records, and it must be postmarked no later than November 26, 2021. Late workweek dispute letters will not be considered.

NOTE: UNLESS YOU DISPUTE THE INFORMATION AS SET FORTH ABOVE OR OPT OUT OF THE SETTLEMENT, YOU WILL AUTOMATICALLY BE SENT AN INDIVIDUAL SETTLEMENT PAYMENT FROM THE SETTLEMENT FUND BASED ON THE NUMBER OF WORKWEEKS LISTED IN THE SETTLEMENT ADMINISTRATOR’S RECORDS.

It is your responsibility to ensure that the Settlement Administrator has timely received your workweek dispute letter if you are disputing the information on this Notice. You may contact the Settlement Administrator at the toll-free number listed below to ensure it has been received.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Payment.

10. WHAT ARE THE TAX CONSEQUENCES IF I CHOOSE TO RECEIVE MY SHARE OF THE SETTLEMENT?

Neither the lawyers for the Class Members nor CAPLUGS make any representations to you concerning the tax consequences of this Settlement or your participation in it. You are encouraged to speak with your own personal tax advisor prior to acting in response to this Notice.

Please be advised that the tax withholdings will be reported to the appropriate taxing authority whether you cash the check or not. For the portion of the individual class settlement payment and individual PAGA settlement payment that each Class Member receives pursuant to 1099, taxes will not be withheld from this portion. However, taxes may need to be paid and each person should consult an accountant or other tax advisor in connection with funds received under the settlement.

11. WHAT ARE DEFENDANT'S REASONS FOR AGREEING TO THIS SETTLEMENT?

CAPLUGS does not admit to any of the claims alleged in the Action and denies that it owes money for any of the claims in this matter. CAPLUGS is settling this Action as a compromise. CAPLUGS reserves the right to object to and defend itself against any claim if for any reason the settlement fails.

12. WHAT RIGHTS AM I RELEASING UNDER THE SETTLEMENT?

If you choose to do nothing in response to this Notice, you will receive your share of the Settlement after the Defendant pays the full Settlement Amount as described above. In exchange for your share of the Settlement, you will be releasing your right to bring your own lawsuit against CAPLUGS for the same claims that Plaintiff asserted in the Action, or to bring claims that Plaintiff could have asserted based on the allegations in his Complaint. Specifically, all Class Members who have not filed timely, valid Requests for Exclusion, on behalf of themselves, and on behalf of their successors, assigns, and/or agents, shall fully and finally release and discharge Protective Industries, Inc. dba CAPLUGS, and all of its current, former, and future parents, owners, subsidiaries, predecessors (including but not limited to Evergreen Industries, Inc.), successors, , and each of their respective employees, officers, directors, spouses, partners, shareholders, agents, and any other successors, assigns, or legal representatives, as well as any other individual or entity which could be jointly liable with any of the foregoing (collectively, the "Released Parties"), from the "Released Claims."

The "Released Claims" means any and all known and unknown claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the allegations and claims asserted in the Action, including without limitation, all wage and hour claims for unpaid wages including minimum wage payments, failure to pay wages during employment, failure to pay overtime, failure to pay wages upon termination, meal and rest break violations, wage statement violations and penalties, waiting time penalties, reimbursement, restitution and other equitable relief, disgorgement, conversion, unjust enrichment, civil and statutory penalties, interests, liquidated damages, punitive damages, attorneys' fees and costs, claims under California Labor Code sections 201-203, 204, 223, 226, 226.7, 510, 512, 558.1, 1194, 1194.2, 1197, 2698-2699.5, 2802, Industrial Welfare Commission Wage Order No. 1, claims under California Business & Professions Code sections 17200-17204, penalties pursuant to the Private Attorneys General Act ("PAGA"), and any other benefit claims on account of the allegations asserted in the Action. This release shall apply to all claims arising at any point between March 13, 2015 and the date the Court grants final approval of the Settlement, based on the facts alleged in the operative First Amended Complaint.

Class Members agree to release any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by each and all of the Class Members (including participation to any extent in any class or collective action), to obtain recovery against any of the Released Parties that is reasonably related to the Released Claims for harms arising during the Settlement Class Period.

You may view the full text of the Release to which you will be subject if you receive your share of the Settlement at www.phoenixclassaction.com/judgment, specifically refer to sections 1.33, 1.36, 1.37, and 3.2.1 of the Stipulation of Class Action Settlement and Release.

Even if you choose to receive your share of the Settlement, you are **not** releasing Protective Industries, Inc., or any other person or entity from claims for workers' compensation, unemployment, or disability benefits or any other claims not released as a part of this Settlement and that cannot be lawfully released.

YOUR RIGHTS AND OPTIONS

You have to decide whether to stay in the Class or ask to be excluded from the Settlement.

13. WHAT HAPPENS IF I DO NOTHING AT ALL?

You don't have to do anything if you want to receive your share of the Settlement. You will receive a check with your share of the Settlement so long as the Court gives its *final* approval to the Settlement and the Settlement Administrator has your current address. You will need to keep the Settlement Administrator apprised of address updates to receive a check. Settlement checks may not be mailed until more than thirty (30) days after this notice is mailed. Settlement checks will be mailed to your last known address. If you want your Settlement check to be mailed to a different address, you will need to update your address with the Settlement Administrator PHOENIX SETTLEMENT ADMINISTRATION, P.O. Box 7208, Orange, CA 92863, (800) 523-5773. You will be legally bound by all of the Order the Court issues and judgments the Court makes with respect to this Settlement.

If for any reason the Court decides not to give final approval to the Settlement, the Settlement will be void and you will not receive your share of the Settlement. You will also retain any rights you may have had if Plaintiff's lawsuit had never been filed. Under the terms of the Settlement, if the Court does not give final approval to the Settlement for any reason, the parties to the lawsuit will continue with the lawsuit.

14. HOW DO I ASK THE COURT TO EXCLUDE ME FROM THE SETTLEMENT IF I DO NOT WANT TO PARTICIPATE?

If you want to be excluded from the Settlement, you must send the completed “Request for Exclusion Form” to opt out of the Settlement by fax or mail which expressly states your intent to opt-out of the Settlement in *Faustino Arciniega v. Protective Industries, Inc.; CAPLUGS; et al.* No. CGC-19-577248, and not receive your share of the Settlement. You must fax or mail your exclusion request, postmarked no later than November 26, 2021 to:

PHOENIX SETTLEMENT ADMINISTRATION
P.O. Box 7208
Orange, CA 92863

If you send a request for exclusion to the Settlement Administrator at the address listed above within the deadline identified above, indicating that you want to opt-out of the settlement in this case, **you will not be eligible** to receive any of the benefits under the Settlement. **You will not receive an individual class settlement payment.** You will, however, still receive an individual PAGA settlement payment if you worked during the PAGA period, and you will retain whatever legal rights except to any claims under PAGA you may have against Defendant.

15. CAN I OBJECT TO THE SETTLEMENT?

Yes. If you do not opt out of the Settlement, you may object to the Settlement either personally or through an attorney at your own expense, by mailing a written Notice of Objection to the Settlement Administrator at the address set forth above in Part 14. Your Notice of Objection must contain (1) the name and case number of the Action: *Faustino Arciniega v. Protective Industries, Inc.; dba CAPLUGS; et al.* No. CGC-19-577248; (2) your full name; (3) your dates of employment; (4) the last four (4) digits of your Social Security Number or Employee ID number; (6) the basis for the objection and a clear explanation of why you object to the proposed Settlement; (7) whether you intend to appear at the Final Approval Hearing; and (7) your signature.

All objections must be mailed or faxed to the Claims Administrator, no later than **November 26, 2021**. You will have a right to appear at the Final Approval Hearing, with or without an attorney. Even if you do not personally appear or through an attorney, the Court will still consider your objection.

You may appear remotely at the hearing. You can arrange for a remote appearance through the Los Angeles County Superior Court website at <https://www.lacourt.org/lacc/>.

. Class Members are required to follow the Court’s social distancing guidelines which can be found at www.lacourt.org.

Even if you mail an objection, if the Court gives its final approval to the Settlement you will receive your share of the Settlement and you will be subject to the release described in Part 12 unless you also timely mail a letter to the Settlement Administrator indicating that you want to be excluded from the Settlement, as described in Part 14.

THE LAWYERS IN THIS CASE

16. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

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| <p>Attorneys for Plaintiff & the Class (“Class Counsel”) Are:</p> <p>Kevin Mahoney (SBN: 235367) kmahoney@mahoney-law.net MAHONEY LAW GROUP, APC 249 East Ocean Boulevard, Suite 814 Long Beach, CA 90802 Telephone: (562) 590-5550 Facsimile: (562) 590-8400</p> | <p>Attorneys for Protective Industries, Inc; CAPLUGS; are:</p> <p>Troy A. Valdez, Esq. tvaldez@cobentzlaw.com COBLENTZ PATCH DUFFY & BASS LLP 1 Montgomery St #3000 San Francisco, CA 94104 Telephone: (415) 391-4800 Facsimile: (415) 989-1663</p> |
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17. SHOULD I GET MY OWN LAWYER?

You do not need to hire your own lawyer, because Class Counsel is working on your behalf. You may retain your own lawyer at your own expense. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

18. HOW WILL THE LAWYERS BE PAID?

If Class Counsel get money or benefits for the Class, they may ask the Court for fees and expenses. You won't have to pay these fees and expenses. The fees and expenses that the Parties have agreed that Class Counsel may request are identified above at Part 9. If the Court grants Class Counsels' request, the fees and expenses will be deducted from the Gross Settlement Amount.

IMPORTANT FUTURE DATES

19. WHAT HAPPENS NEXT?

The Court has scheduled a Final Approval Hearing for January 4, 2022 at 11:00 a.m. at the Los Angeles County Superior Court, Department 7, located at 312 N Spring St, Los Angeles, California 90012. At the Final Approval Hearing, the Court will decide whether or not to grant final approval of the Settlement. At the same place and immediately following the Final Approval Hearing, the Court will also rule on the Settlement Class Representative's request for attorney's fees, litigation costs, and incentive award. You have the right, but are not required, to appear personally or through an attorney of your choosing, at your own expense, to object to or express your views regarding the Settlement and the requested attorney's fees, costs and service award. If the Court grants final approval of the Settlement, Notice of the Entry of Judgment will be posted on the Settlement Administrator's website at www.phoenixclassaction.com/judgment.

GETTING MORE INFORMATION

20. ARE MORE DETAILS AVAILABLE?

This Notice only summarizes the Action, the Settlement, and other related matters. There are a variety of ways that you can request more information.

- You may refer any questions about the lawsuit and the Settlement by calling Class Counsel MAHONEY LAW GROUP, APC, at (562) 590-5550. You may also email Class Counsel Kevin Mahoney at kmahoney@mahoney-law.net.
- You may refer any questions about the lawsuit and the Settlement by contacting the Settlement Administrator, PHOENIX SETTLEMENT ADMINISTRATION, at (800) 523-5773 and notice@phoenixclassaction.com.
- You may visit www.phoenixclassaction.com to view documents filed in this matter, including the Complaint, Settlement Agreement, Motion for Preliminary Approval and accompanying papers, Motion for Final Approval and accompanying papers and Notice of Entry of Judgment in this case. If the Court grants final approval to the Settlement, this website will also have copies of all papers filed by Class Counsel in support of their Motion for Final Approval of Class Action Settlement and the Court's Order Granting Final Approval of Class Action Settlement.
- You may also access the Court's docket to view all documents filed in this matter at: <http://www.lacourt.org/onlineservices/>
- If your address changes, or is different from the one on the envelope enclosing this Notice, please promptly notify the Claims Administrator at (800) 523-5773.

PLEASE DO NOT CONTACT OR WRITE THE COURT, THE DEFENDANT, OR DEFENDANT'S ATTORNEYS FOR INFORMATION REGARDING THIS NOTICE, THE EXCLUSION FORM, OR THE SETTLEMENT.