

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Cesar Navarro and Jose Zuniga, collectively and on behalf of all members of the Settlement Class (defined below), and Defendant, Tri-Star Window Coverings, Inc. (hereinafter “Defendant”). Plaintiffs and Defendant are referred to herein collectively as the “Parties.” Plaintiffs and the Settlement Class are represented by Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC (collectively, “Class Counsel”). Defendant is represented by Clint Robison and Vickie Grasu of O’Hagan Meyer.

On March 13, 2018, Plaintiff filed a Complaint against Defendant in Los Angeles County Superior Court, in the matter entitled *Cesar Navarro and Jose Zuniga v. Tri-Star Window Coverings, Inc.*, Case No. BC697813, (the “Action”). On June 8, 2018, Plaintiffs filed a First Amended Class And Representative Action Complaint in the Action (the operative pleading), alleging that Defendant is liable for the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to pay all wages at the agreed-upon rate; (d) failure to provide meal periods, or premium pay for non-compliant meal periods; (e) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; (f) failure to reimburse necessary business expenses; (g) failure to provide accurate, itemized wage statements; (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (i) a claim under California Labor Code Private Attorneys General Act of 2004 (“PAGA”) that could have been premised on the facts, claims, causes of action or legal theories described above.

Given the uncertainty of litigation, Plaintiffs and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiffs and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendant stipulate to the certification of the following Settlement Class:

All current and former non-exempt employees of Defendant Tri-Star Window Coverings, Inc. in California, who performed work that was, at least in part, compensated on a piece-rate basis, from March 13, 2014 through the date the Court enters the order granting preliminary approval (the “Class Period”).

The time period of March 13, 2014 through the date of preliminary approval shall be referred to herein as the “Class Period.” The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiffs.** Plaintiffs and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs,

beneficiaries, partners, owners, assigns and trusts representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, parent corporate entities, subsidiaries, affiliates, parents, fiduciaries, insurers, and attorneys (collectively the “Released Parties”), as follows:

Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in any of the Complaints in the Action, or which could have been pled in any of the Complaints in the Action based on the factual allegations therein, that arose during the Class Period, with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to pay all wages at the agreed-upon rate; (d) failure to provide meal periods, or premium pay for non-compliant meal periods; (e) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; (f) failure to reimburse necessary business expenses; (g) failure to provide accurate, itemized wage statements; (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (i) a claim under California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, “Released Claims”). The time period of the Release shall be the same as Class Period. The Release shall be null and void if the Settlement is not fully funded.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a “Gross Settlement Amount” of One Hundred Thousand Dollars and Zero Cents (\$100,000.00) in full and complete settlement of the Action, as follows:

- a. The Parties have agreed to engage Phoenix Settlement Administrators (or a mutually agreeable alternative Settlement Administrator) as the “Settlement Administrator” to administer this Settlement.
- b. The Gross Settlement Amount shall be deposited with the Settlement Administrator within fifteen (15) calendar days of Final Approval (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval of the Settlement Agreement) (“Final Approval Order”) if no objections to the Settlement are filed or if an objection is filed but is withdrawn prior to the Final Approval Order; or in the event there are written objections filed prior to the Final Approval hearing which are not thereafter withdrawn prior to the Final Approval Hearing, the later of the following events: (a) the day after the last day by which a notice of appeal of the Final Approval Order may be timely filed with the court of appeals; (b) if an appeal is filed and finally adjudicated by ruling, dismissal, denial or otherwise or the day after the last day for filing a request for further review of the appellate court’s decision passes and no further review is requested; (c) if an appeal is filed and there is final adjudication by ruling, dismissal, denial or otherwise by the appellate court and further review of the appellate court’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the order can be requested; or (d) review is accepted, the day the California Supreme Court affirms the settlement.
- c. This is a non-reversionary settlement. The Gross Settlement Amount includes:

- i. All payments (including interest) to the Settlement Class;
 - ii. All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Six Thousand Three Hundred Fifty Dollars (\$6,350.00);
 - iii. Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiffs' Class Representative Service Awards, with up to Five Thousand Dollars and Zero Cents (\$5,000.00) awarded to each representative (Cesar Navarro and Jose Zuniga), in recognition of their contributions to the Action and their service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiffs shall not have the right to revoke this Settlement Agreement, and it will remain binding;
 - iv. Up to one-third of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - v. Five Thousand Dollars and Zero Cents (\$5,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Thousand Dollars and Zero Cents (\$3,750.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00), will be payable to certain Settlement Class members as the "PAGA Amount," as described below.
- D. Defendant's share of payroll taxes shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.
- E. **Escalator Clause.** Defendant represents that there are an estimated 61 Settlement Class members during the Class Period. If the number of Settlement Class members exceed 61 Settlement Class members by more than 15% (i.e. 70 or more Settlement Class members), Defendant agrees to increase the Gross Settlement Amount on a pro rata basis for each additional Settlement Class member over 70 using the following formula: Dividing the Gross Settlement Amount of \$100,000 by 70 ($\$100,000 \div 70 = \$1,428.57$) and then multiplying this amount by the total number of Settlement Class Members over 70. As such, Defendant agrees to increase the Gross Settlement Amount by \$1,428.57 for each Settlement Class member over 70 (i.e. if there are 72 Settlement Class members, Defendant will increase the Gross Settlement Amount by \$2,857.14 ($2 * \$1,428.57$)).

4. **Financial Status.** Defendant agrees to meet and confer with counsel for Plaintiff should Plaintiff require additional information regarding Defendant's financial information. Plaintiff and his counsel agree to hold all information provided pursuant to this Paragraph 4 confidential. This paragraph shall not prohibit Plaintiff's counsel from disclosing sufficient information regarding Defendant's financial condition in support of Plaintiff's motion for preliminary approval of the class action settlement and/or final approval of the class action settlement, provided that Plaintiff first advise Defendant regarding the information he intends to disclose in his motion and cooperates with Defendant regarding the language of such disclosure. This paragraph also does not prohibit Plaintiff's counsel from sharing the financial information with their forensic accountant in order to confirm the financial condition of Defendant provided the forensic accountant agrees to maintain the confidentiality of such information.

5. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Settlement Award") from the Settlement. Settlement Awards will be determined and paid as follows:
 - A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiffs' Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and the amount designated as PAGA civil penalties payable to the LWDA. The remaining amount shall be known as the "Net Settlement Amount."
 - B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member's Settlement Award based on the following formula:
 - i. Ninety Percent (90%) of the Net Settlement Fund shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class Members who worked during the Class Period.
 - ii. Five Percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Defendant at any time from March 13, 2017 until the date of preliminary approval, shall receive a portion of the Wage Statement Amount proportionate to the number of Workweeks worked during the period March 13, 2017 until the date of preliminary approval, the numerator of which is the Settlement Class member's gross number of Workweeks worked during this period, and the denominator of which is the total number of Workweeks worked by all participating Settlement Class members during this period.

- iii. Waiting Time Amount: Five Percent (5%) of the Net Settlement Amount shall be designated as the “Waiting Time Amount.” Each participating Settlement Class member whose employment was separated by Defendant at any time from March 13, 2015 until the date of preliminary approval, shall receive a portion of the Waiting Time Amount. The amount designated as the Waiting Time Amount will be distributed equally between all participating Settlement Class members whose employment was separated by Defendant at any time from March 13, 2015 until the date of preliminary approval.
 - iv. PAGA Amount: One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. Each participating Settlement Class member who was employed by Defendant at any time from February 20, 2017 until the date of preliminary approval, shall receive a portion of the PAGA Amount proportionate to the number of Workweeks that he or she worked during the period of March 13, 2017 until the date of preliminary approval, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the participating Settlement Class member’s number of Workweeks worked during the time period from March 13, 2017 until the date of preliminary approval, and the denominator of which is the total number of Workweeks worked by all Settlement Class members who do not opt out of the Settlement during the time period of March 13, 2017 until the date of preliminary approval.
- C. Within ten (10) calendar days following Defendant’s deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant’s counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed “wages” and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. The Parties agree that Defendant is not providing any tax advice in connection with the Settlement or any payments to be made pursuant to this Settlement Agreement.

- E. Each member of the Settlement Class who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of the Settlement Class member. No additional interest shall be assessed under section 384 of the California Code of Civil Procedure.
- F. Neither Plaintiffs nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
- G. This Settlement Agreement shall become effective on the latter of (a) The Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed and not withdrawn; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed ("Effective Date"). Payment of the Gross Settlement Amount will be provided by Defendant to the Settlement Administrator within fifteen (15) days of the Effective Date.

6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Gross Settlement Amount, which is currently estimated to be Thirty-Three Thousand Dollars and Thirty-Three Cents (\$33,333.33). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

7. **Class Representative Service Awards.** Defendant will not object to a request for Class Representative Service Awards of up to a total of Ten Thousand Dollars and Zero Cents (\$10,000.00), which will be evenly divided between the two Class Representatives Cesar Navarro and Jose Zuniga, for their time and risk in prosecuting this case, and service to the Settlement Class. This award will be in addition to the Settlement Awards as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Service Awards, Plaintiffs shall not have the right to revoke this Settlement, and it will remain binding.

8. **Amount of PAGA Payment not Material.** Any change in the requested PAGA civil penalties amount is not a material term of this Settlement Agreement. If the Court approves a lesser or greater amount than that requested, the other terms of this Settlement Agreement shall still remain in effect.

9. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as the Settlement Administrator. Defendant will not object to Plaintiffs seeking permission to pay up to Six Thousand Three Hundred Fifty Dollars and Zero Cents (\$6,350.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for establishing a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Service Code for the purpose of administering the Settlement and holding the various payments from Defendant comprising the Gross Settlement Amount, sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Gross Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Settlement Awards have been mailed to all participating Settlement Class members.

10. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC as Class Counsel;
- C. Appointing Cesar Navarro and Jose Zuniga as Class Representatives for the Settlement Class;
- D. Approving Phoenix Settlement Administrators, as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award, drafts of which are attached hereto as Exhibits A and B, respectively), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

11. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within fourteen (14) calendar days after entry of an order preliminarily approving this Settlement Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment and the number of Workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.

- B. Within ten (10) calendar days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five (45) calendar days of the date of the initial mailing of the Notice (the “Response Deadline”).
- i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant’s counsel, as well as file all such objections with the Court). Defendant’s counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must: (1) contain the objecting Settlement Class member’s full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline.

- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class member's number of Workweeks worked during the Class Period, and the number of Workweeks worked during the Class Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Award shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) calendar days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) calendar days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once before the Response Deadline, the Settlement Administrator shall continue to make reasonable efforts to obtain an updated mailing address. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

12. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Awards, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

13. **Defendant's Rescission of Agreement.** If the number of Class Members who have duly requested exclusion from the Class in the manner provided in the Court's Preliminary Approval equals or exceeds 5% of the Class, then Defendant shall have the right to either withdraw from and fully terminate this Settlement Agreement by providing written notice to Class Counsel and the Court, or not to withdraw from this Settlement Agreement.

14. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Fair and Reasonable Settlement.** The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiation and in the context of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is consistent with public policy, and fully complies with applicable law. The Parties further acknowledge that they are each represented by competent counsel and have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Clint Robison and Vickie V. Grasu, O'Hagan Meyer, 21550 Oxnard Street, Suite 1050; Woodland Hills, CA 91367; crobison@ohaganmeyer.com and vgrasu@ohaganmeyer.com

if to Plaintiffs: Scott M. Lidman, Elizabeth Nguyen, and Milan Moore, Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, California 90245; slidman@lidmanlaw.com, enguyen@lidmanlaw.com, mmmore@lidmanlaw.com

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive,
Suite 180, El Segundo, California 90245;
phaines@haineslawgroup.com

16. **Cooperation.** The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

19. **Confidentiality Provision.** Parties and attorneys will keep the settlement confidential through preliminary approval. Thereafter, the parties will agree to make no comments to the media or otherwise publicize the terms of the settlement.

20. **Enforcement of Settlement and Continuing Court Jurisdiction.** To the extent consistent with class action procedure, this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

DATED:

DEFENDANT TRI-STAR WINDOW
COVERINGS, INC.

By: 

Title: president

DATED:

07/27/2020

PLAINTIFF CESAR NAVARRO

By: 

Plaintiff and Settlement Class Representative

DATED:

PLAINTIFF JOSE ZUNIGA

Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive,
Suite 180, El Segundo, California 90245;
phaines@haineslawgroup.com

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DATED: DEFENDANT TRI-STAR WINDOW COVERINGS, INC.

By: _____

Title: _____

DATED: PLAINTIFF CESAR NAVARRO

By: _____
Plaintiff and Settlement Class Representative

DATED: 7-27-2020 PLAINTIFF JOSE ZUNIGA

By: Leslie Zwiss
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED:

O'HAGAN MEYER

By: _____
Vickie V. Grasu
Attorneys for Defendant

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiffs

DATED:

LIDMAN LAW, APC


By: _____
Scott M. Lidman
Attorneys for Plaintiffs

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: *Aug. 13, 2020*

O'HAGAN MEYER

By: 

Vickie V. Grasu
Attorneys for Defendant

DATED: July 28, 2020

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Attorneys for Plaintiffs

DATED: July 28, 2020

LIDMAN LAW, APC

By: 

Scott M. Lidman
Attorneys for Plaintiffs

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: O'HAGAN MEYER

By: _____
Vickie V. Grasu
Attorneys for Defendant

DATED: July 28, 2020


HAINES LAW GROUP, APC

By: 

Paul K. Haines
Attorneys for Plaintiffs

DATED: July 28, 2020

LIDMAN LAW, APC

By: 

Scott M. Lidman
Attorneys for Plaintiffs

EXHIBIT A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

CESAR NAVARRO and JOSE ZUNIGA,

Plaintiffs,

vs.

TRI-STAR WINDOW COVERINGS, INC., a
California corporation; and Does 1 through 100,

Defendants.

Case No. BC697813

**NOTICE OF PENDENCY OF CLASS
ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt employees who for Defendant Tri-Star Window Coverings, Inc. (“Defendant” or “Tri-Star”) in California, who performed work that was, at least in part, compensated on a piece-rate basis, from March 13, 2014 through [PRELIMINARY APPROVAL DATE]. Collectively, these employees will be referred to as “Settlement Class Members.”

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

Why should you read this notice?

The Los Angeles Superior Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Cesar Navarro and Jose Zuniga v. Tri-Star Window Coverings, Inc et al.*, Case No. BC697813 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Tri-Star’s records show that you were employed at Tri-Star as non-exempt employee who performed work that was, at least in part, compensated on a piece-rate basis, from March 13, 2014 through [PRELIMINARY APPROVAL DATE] (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiffs Cesar Navarro and Jose Zuniga (“Plaintiffs”) brought this Lawsuit against Tri-Star, seeking to assert claims on behalf of a class of current and former non-exempt employees who worked for Tri-Star in California at any time beginning March 13, 2014. Plaintiffs are known as the “Class Representatives,” and their attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that Tri-Star failed to pay Settlement Class members all overtime wages and failed to reimburse Settlement Class members for all necessary business expenses incurred during the Class Period. As a result of the foregoing alleged violations, Plaintiff also alleges that Tri-Star failed to provide accurate, itemized wage statements and also engaged in unfair business practices.

Tri-Star denies that it has done anything wrong. Tri-Star further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a

compromise of disputed claims and should not be construed as an admission of liability on the part of Tri-Star, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with its business operations, Tri-Star has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Tri-Star provided relevant information to Class Counsel, the Settlement was reached after mediation and arm's-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Tri-Star, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Tri-Star, your decision about whether to participate in the Settlement will not affect your employment. California law and Tri-Star's policies strictly prohibit unlawful retaliation. Tri-Star will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

<p>Attorneys for the Plaintiff / Settlement Class Members:</p> <p>LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Elizabeth Nguyen enguyen@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com</p> <p>HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com</p>	<p>Attorneys for Defendant Tri-Star Window Coverings, Inc.</p> <p>O'HAGAN MEYER Vickie V. Grasu vgrasu@ohaganmeyer.com 21550 Oxnard Street, Suite 1050 Woodland Hills, CA 91367 Tel: (213) 306-1622 Fax: (213) 306-1615 www.ohaganmyer.com</p>
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What are the terms of the Settlement?

On **[INSERT DATE OF PRELIMINARY APPROVAL]**, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt who worked for Tri-Star in California, and performed work that was, at least in part, compensated on a piece-rate basis, between March 13, 2014 and **[PRELIMINARY APPROVAL DATE]**. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Tri-Star as described below.

Tri-Star has agreed to pay \$100,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, and the Class Representatives’ Service Award. Tri-Star’s share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by Tri-Star separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrator to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$6,350.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount, which is estimated to be \$33,333,33, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$25,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award each Class Representative a service award in the amount of \$5,000.00 for a total of \$10,000.00, to compensate them for their service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of \$5,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below).

The NSA is estimated at approximately _____, to be shared among an estimated 61 Settlement Class members. The NSA will be divided as follows:

- (i) Ninety Percent (90%) of the Net Settlement Amount shall be allocated to Settlement Class Members who worked during the Class Period, as follows: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of pay periods worked during the Class Period, the numerator of which is the Settlement Class Member’s total pay periods worked during the Class Period, and the denominator of which is the total pay periods worked by all Settlement Class Members who worked during the Class Period.
- (ii) Five Percent (5%) of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Defendant at any time from between March 13, 2017 and [PRELIMINARY APPROVAL DATE], shall receive a portion of the Wage Statement Amount proportionate to the number

of pay periods worked during the period March 13, 2017 and [PRELIMINARY APPROVAL DATE], the numerator of which is the Settlement Class member's gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during this period.

- (iii) Waiting Time Amount: Five Percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." Each participating Settlement Class member whose employment was separated by Defendant at any time from March 13, 2015 and [PRELIMINARY APPROVAL DATE], shall receive a portion of the Waiting Time Amount. The amount designated as the Waiting Time Amount will be distributed equally between all participating Settlement Class members whose employment was separated by Defendant at any time between March 13, 2015 and [PRELIMINARY APPROVAL DATE].

In addition, the PAGA Amount will be allocated as follows. Each Class Member who was employed by Tri-Star at any time from March 13, 2017 through [PRELIMINARY APPROVAL DATE], shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the period from March 13, 2017 through [PRELIMINARY APPROVAL DATE], the numerator of which is the Settlement Class Member's gross number of pay periods worked during this period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class members during this period.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion.

Payment by Tri-Star of Gross Settlement Amount. The Gross Settlement Amount shall be paid by Tri-Star, as follows: the Gross Settlement Amount shall be deposited with the Settlement Administrator within fifteen (15) calendar days of the Effective Date (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval of the Settlement Agreement) or, solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.

Within ten (10) calendar days following Tri-Star's deposit of the Gross Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Claims Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: sixty-seven percent (67%) as penalties and interest; and thirty-three percent (33%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Tri-Star and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion, will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, parent corporate entities, subsidiaries, affiliates, parents, insurers, and attorneys (collectively the "Released Parties"), from all claims, demands, rights, liabilities and causes of action that were pled in any of the Complaints in the Action, or which could have been pled in any of the Complaints in the Action based on the factual allegations therein, that arose during the Class Period, with respect to the following claims: (a) failure

to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to pay all wages at the agreed-upon rate; (d) failure to provide meal periods, or premium pay for non-compliant meal periods; (e) failure to authorize and permit rest periods, or premium pay for non-complaint rest periods; (f) failure to reimburse necessary business expenses; (g) failure to provide accurate, itemized wage statements; (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above; and (i) a claim under California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, “Released Claims”). The time period of the Release shall be the same as Class Period. The Release shall be null and void if the Settlement is not fully funded.

The Parties acknowledge that under the release, the right of the LWDA to investigate the released PAGA claims is not released, but Released Claims do include any claims for penalties by a Class Member as a result of any such LWDA investigation, and Class Members are waiving their right to act as a private attorney general as to the Released Claims. The period of the Release shall extend to the limits of the Class Period.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of pay periods you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of pay periods you worked during the Class Period, whether you have worked between March 13, 2014 through [PRELIMINARY APPROVAL DATE]. The information contained in Tri-Star’s records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator’s decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion from the Class Action Settlement” letter or card postmarked no later than <<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE CESAR NAVARRO AND JOSE ZUNIGA V. TRI-STAR LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at <<INSERT ADMINISTRATOR CONTACT INFO>>. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not**

submit both a Dispute and a Request for Exclusion. If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections must be in writing and must be postmarked on or before **<<RESPONSE DEADLINE>>**.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department **■** of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **<<RESPONSE DEADLINE>>**. All objections or other correspondence must state the name and number of the case, which is *Cesar Navarro and Jose Zuniga v. Tri-Star Window Coverings, Inc.*, Los Angeles Superior Court Case No. BC697813.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department **■** of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

The Court's final judgment will be posted on the Settlement Administrator's website (**<http://.com>**).

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 North Hill Street, Los Angeles, California 90012 during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE THE COURT, TRI-STAR, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **<<RESPONSE DEADLINE>>**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON **<<PRELIM APPROVAL DATE>>.**

EXHIBIT B

EXHIBIT B

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

CESAR NAVARRO AND JOSE ZUNIGA V. TRI-STAR WINDOW COVERINGS, INC.

LOS ANGELES COUNTY SUPERIOR COURT CASE NO. BC697813

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to Tri-Star Window Coverings, Inc.’s records (“Tri-Star”):

- (a) You were employed by Tri-Star and worked a total of [] workweeks and was, at least in part, compensated on a piece-rate basis, from March 13, 2014 through [PRELIMINARY APPROVAL DATE].
- (b) You were employed by Tri-Star and worked a total of [] workweeks and was, at least in part, compensated on a piece-rate basis, from March 13, 2017 through [PRELIMINARY APPROVAL DATE].
- (c) You [were/were not] separated from employment with Tri-Star during the time period March 13, 2015 through [PRELIMINARY APPROVAL DATE].

Based on the above, your Individual Settlement Award is estimated to be \$ [].

(IV) If you disagree with items (a) – (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Tri-Star’s records, Tri-Star’s records will control unless you are able to provide documentation that establishes that Tri-Star’s records are mistaken. If there is a dispute about whether Tri-Star’s information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the “Notice of Pendency of Class Action and Proposed Settlement” that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN <<RESPONSE DEADLINE>>.