

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement” or “Settlement”) is reached by and between Plaintiff Andrew Caro (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Industrial Commercial Systems, Inc. (“ICS” or “Defendant”), on the other hand. Plaintiff and ICS are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC (collectively, “Class Counsel”). ICS is represented by Sarah Brite Evans and Alison Adelman of Schwartz Semerdjian Cauley & Evans LLP.

On October 9, 2018, Plaintiff filed a Complaint against Defendant in San Diego County Superior Court, in the matter entitled *Andrew Caro v. Industrial Commercial Systems*, Case No. 37-2018-00051052-CU-OE-CTL (the “Action”). On March 14, 2019, Plaintiff filed the operative First Amended Complaint alleging that ICS: (i) failed to pay all overtime wages owed; (ii) failed to pay all minimum wages owed; (iii) failed to provide all required meal periods; (iv) failed to authorize and permit all required rest periods; (v) failed to issue accurate, itemized wage statements; and (vi) failed to pay all wages owed upon termination of employment. As a result of the foregoing alleged violations, Plaintiff contends that ICS is further liable to Plaintiff and the Settlement Class (defined below) because it engaged in unlawful business practices. Plaintiff further alleges that ICS is liable for civil penalties pursuant to the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”) as a result of the aforementioned alleged violations of the California Labor Code. ICS denies the allegations asserted in the Action, denies the violations of the California Labor Code and California Business and Professions Code, denies any related charges, denies violating any other law or right of Plaintiff or any Class Members and further denies liability as to them.

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

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

All current and former hourly, non-exempt employees employed by Industrial Commercial Systems, Inc. in California at any time from October 9, 2014, to the date of preliminary approval of the settlement.

For purposes of this Settlement Agreement, the “Class Period” shall mean the time period of October 9, 2014 through preliminary approval of this Settlement.

The Parties agree that certification for purposes of this Settlement Agreement 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 Plaintiff.** Plaintiff and every member of the Settlement Class (except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release ICS, and all of its past and present owners (including but not limited to Robin Sides, Matt Harbin, Taylor Cronin, and Brian Fox), officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, insurers, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), as follows:

- A. Settlement Class Members’ Release: Settlement Class members and Plaintiff will release any and all claims, charges, complaints, obligations, promises, agreements, suits, rights, costs, losses, liens, penalties, fines, wages, liquidated damages, restitutionary amounts, interest, punitive damages, controversies, liabilities, debts, liabilities, demands, obligations, money owed, interest, guarantees, costs, expenses (including, without limitation, back wages, penalties, liquidated damages, and attorneys’ fees and costs actually incurred), attorneys’ fees and costs, damages, actions or causes of action of any nature for, known or unknown, suspected or unsuspected, which were alleged in the operative Complaint in the Action or which could have been alleged based on the facts in the operative Complaint in the Action that arose during the Class Period, both on behalf of the named class representative and on behalf of the entire class, including claims for: failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); meal period violations (Labor Code §§ 204, 210, 226.7, 512, 558); rest period violations (Labor Code §§ 226.7, 516, 558); wage statement violations (Labor Code § 226, *et seq.*); waiting time penalties (Labor Code §§ 201-203); all claims for unfair competition (Business and Professions Code § 17200, *et seq.*) that could have been premised on the facts, claims, causes of action or legal theories described above; and civil penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) (Labor Code § 2698, *et seq.*) that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Claims”).
- B. With regard to Plaintiff, the release above specifically excludes any claims asserted by Plaintiff in his currently pending and separate lawsuit against Defendant, San Diego County Superior Court Case No. 37-2019-00057582-CU-WT-CTL.
- C. Notwithstanding the above, nor anything else in this Settlement, the waiver and release in this Settlement does not apply to (i) those rights that as a matter of law cannot be waived, including, but not limited to, workers’ compensation claims, pending or otherwise; and (ii) rights or claims arising out of this Settlement.

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a “Gross Settlement Amount” of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the “Settlement Administrator” to administer this Settlement. All administrative costs shall be paid from the Gross Settlement Amount.
- B. With the exception of the Settlement Administrator’s fees, if required by the Settlement Administrator, the Gross Settlement Amount shall be deposited by ICS into a qualified settlement fund set up by the Settlement Administrator for the benefit of Participating Settlement Class members, which are those Settlement Class members who do not opt out of the Settlement as described in paragraph 9(C), below. This Settlement shall become effective on the “Effective Date” which is defined as 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; (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. The Gross Settlement Amount shall be paid by Defendant to the Settlement Administrator as follows: (a) one-half (\$225,000) of the Gross Settlement Amount within twenty (20) calendar days after the Effective Date, and (b) one-half (\$225,000 plus any employer-side taxes owed by Defendant) within six (6) months after the Effective Date.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Settlement Class members;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00);
 - (3) Up to Five Thousand Five Dollars and Zero Cents (\$5,000.00) for Plaintiff’s Class Representative Service Award, in recognition of his contributions to the Action, and his service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and this Settlement shall remain binding;
 - (4) 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 Forty Thousand Dollars and Zero Cents (\$40,000.00). 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 shall remain binding; and
 - (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) 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 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be

payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), 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, as of the date of the May 13, 2020 mediation of this Action, the number of Settlement Class members includes approximately 398 individuals who worked approximately 27,374 total aggregate workweeks during the Class Period. Should the total number of workweeks in the Class Period be greater than 10% of the figure represented by ICS at mediation (i.e., the settlement class actually worked 30,111 or more total aggregate workweeks in the Class Period), then the Gross Settlement Amount will increase proportionately (e.g., if the number of workweeks in the Class Period was 15% larger than the number represented by ICS, then ICS will increase the Total Settlement Amount by 15%).

4. **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, Plaintiff’s Class Representative Service Award, 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. Eighty Percent (80%) of the Net Settlement Amount, not including the PAGA Amount payable to Settlement Class members as described in Paragraph 3.C(5) above, 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 Participating Settlement Class members who worked during the Class Period.
 - ii. Wage Statement Amount: Ten Percent (10%) of the Net Settlement Amount, not including the PAGA Amount payable to Settlement Class members as described in Paragraph 3.C(5) above, shall be designated as the

“Wage Statement Amount.” Each Participating Settlement Class member who was employed by ICS at any time from October 9, 2017 through the date of preliminary approval, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks worked during the period October 9, 2017 through the date of preliminary approval, the numerator of which is the Settlement Class member’s gross number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all Participating Settlement Class members during this time period.

- iii. Waiting Time Amount: Ten Percent (10%) of the Net Settlement Amount, not including the PAGA Amount payable to Settlement Class members as described in Paragraph 3.C(5) above, shall be designated as the “Waiting Time Amount.” The Waiting Time Amount shall be distributed in equal shares to each Participating Settlement Class member who was separated from employment with ICS at any time from October 9, 2015 through the date of preliminary approval.
- iv. PAGA Amount: Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Gross Settlement Amount has been designated as the “PAGA Amount” as described above. Each Participating Settlement Class member who was employed by ICS at any time from October 9, 2017 through 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 October 9, 2017 through 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 members’ number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all Participating Settlement Class members during this time period..

- C. Within ten (10) calendar days following ICS’s deposit of the final installment of the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties 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 ICS’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 Parties intend that no portion of this payment constitute a non-deductible payment within the meaning of 26 United States Code Section 162(f). This includes amounts paid in settlement of

claims for “penalties” as the Parties agree that the purpose of claiming such non-wage amounts is non-punitive and meant only to encourage prompt compliance with a requirement of the law. 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. Each Settlement Class member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. 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.

- E. ICS shall fully discharge its obligations to those Settlement Class members to whom ICS will pay a Settlement Amount through the mailing of a settlement check, regardless of whether such checks are actually received and/or negotiated by Settlement Class members. Each member of the Settlement Class who receives a Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under the unclaimed property laws in the name of the Settlement Class member.
- F. Neither Plaintiff nor ICS 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. The payment to any Class Member as provided for in this Agreement (including, without limitation, any Individual Settlement Payment and any Enhancement Payment made to the Class Representative) is not and shall not be deemed to constitute an addition to, a modification of, or a change in any previously credited hours of service, compensation and/or wages under any collective bargaining agreement, employee benefit plan, employment policy, or stock option plan of or sponsored by ICS or any of their present or former parent corporations or affiliates or any jointly trusteed benefit plans. Any such payment to any Class Member shall not form the basis for additional contributions to, additional benefits under, or any other additional entitlements under any collective bargaining agreement, employee benefit plan, employment policy, or stock option plan of or sponsored by ICS or any of their present or former parent corporations or affiliates or any jointly trusteed benefit plans. ICS and each of their present and former parent corporations and affiliates retain the right to modify and/or amend the language of their employee benefit plans, employment policies, and stock option plans, and to seek to have modified and/or amended the language of any collective bargaining agreement, jointly trusteed benefit plans, to make clear that any amounts paid as a result of this Agreement are not compensation or wages, or payments for "hours worked," as defined by the applicable agreement(s), plans

and policies, and that no additional contributions or benefits are required by reason of the Settlement and this Agreement.

5. **Attorneys' Fees and Costs.** ICS 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 One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) 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.

6. **Class Representative Service Award.** ICS will not object to a request for a Class Representative Service Award of up to Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** ICS will not object the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00) for its services from the Gross Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating ICS's share of taxes payable on the wages, which shall be paid by ICS 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.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff 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 Paul K. Haines of Haines Law Group, APC and Scott M. Lidman, Milan Moore and Elizabeth Nguyen of Lidman Law, APC as Class Counsel;
- C. Appointing Andrew Caro as Class Representative 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 Notice of Pendency of Class Action and Settlement and Notice of Settlement Award, drafts of which are attached collectively hereto as Exhibit A), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.

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

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, ICS will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, positions held, 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) business 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 sixty (60) calendar days of the date of the initial mailing of the Notice Packets (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 ICS's counsel, as well as file all such objections with the Court). ICS'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 written 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. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing irrespective of whether they submitted any written objections.
- 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 ICS's records in order to calculate the Settlement Award, including the Settlement Class member's number of workweeks worked during the Class Period, the number of workweeks worked during the time period of October 9, 2017 through the date of preliminary approval, and the number of workweeks (if the Settlement Class member is separated) worked during the time period of October 9, 2015 through the date of preliminary approval. Settlement Class members will have the opportunity, should they disagree with ICS'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, unless the Court determines otherwise.

- 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) business 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) business 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. It will be presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. 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 as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or ICS’s Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff 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 Plaintiff’s and Class Counsel’s application for attorneys’ fees and costs, Class Representative Service Award, and settlement administration costs; and
- C. Entering judgment pursuant to California Rule of Court 3.769.

11. **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. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of ICS and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that the any Settling Class member has suffered any damage. 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.

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites but may not include the name(s) of any of the Parties or Released Parties, or the case name or case number of the Action.

13. **Legal Developments.** The Parties agree that Plaintiff will submit to the Court a motion for preliminary approval of this Settlement containing all of the terms and conditions contained herein notwithstanding any new legal developments regarding the Released Claims.

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 of 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. **Attorneys' Fees:** In the event of any dispute arising out of the interpretation, performance, or breach of any provision of this Settlement Agreement, the prevailing party in such dispute(s) shall be entitled to recover her and/or its reasonable attorneys' fees and costs incurred arising from such dispute.

16. **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: Sarah Brite Evans and Alison Adelman, Schwartz Semerdjian Cauley & Evans LLP, 101 West Broadway, Suite 810 San Diego, CA 92101; sarah@sscelaw.com; alison@sscelaw.com;

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

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

17. **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.

18. **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.

19. **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.

DATED: DEFENDANT INDUSTRIAL COMMERCIAL SYSTEMS, INC.

By: _____

Its: _____

DATED: Jun 15, 2020

PLAINTIFF ANDREW CARO

By: *Andrew Caro*
Andrew Caro (Jun 15, 2020 13:52 PDT)
Plaintiff and Settlement Class Representative

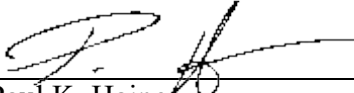
APPROVED AS TO FORM:

DATED: SCHWARTZ SEMERDJIAN CAULEY & EVANS LLP

By: _____
Sarah Brite Evans
Alison Adelman
Attorneys for Defendant INDUSTRIAL COMMERCIAL SYSTEMS, INC.


DATED: June 15, 2020

HAINES LAW GROUP, APC

By: 
Paul K. Haines
Attorneys for Plaintiff ANDREW CARO

DATED: June 15, 2020

LIDMAN LAW, APC

By: 

Scott M. Lidman
Attorneys for Plaintiff ANDREW CARO

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DATED: 6-15-20

DEFENDANT INDUSTRIAL COMMERCIAL SYSTEMS, INC.

By: Matt Harbin

Its: COO

DATED:

PLAINTIFF ANDREW CARO

By: _____
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: June 16, 2020

SCHWARTZ SEMERDJIAN CAULEY & EVANS
LLP

By: [Signature]

Sarah Brite Evans
Alison Adelman
Attorneys for Defendant INDUSTRIAL
COMMERCIAL SYSTEMS, INC.

DATED:

HAINES LAW GROUP, APC

By: _____
Paul K. Haines
Attorneys for Plaintiff ANDREW CARO

EXHIBIT A

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ANDREW CARO,

Plaintiff,

vs.

INDUSTRIAL COMMERCIAL SYSTEMS, INC., a
California corporation; and Does 1 through 100,

Defendants.

Case No. 37-2018-00051052-CU-OE-CTL

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

To: All current and former hourly, non-exempt employees employed by Defendant Industrial Commercial Systems, Inc. (“ICS” or “Defendant”) in California at any time from October 9, 2014, to **the date of preliminary approval of the settlement**. Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE IS BEING PROVIDED TO YOU IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Andrew Caro v. Industrial Commercial Systems, Inc.*, Case No. 37-2018-00051052-CU-OE-CTL (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. ICS’s records show that you were employed at ICS as a non-exempt employee in California between October 9, 2014 through **the date of preliminary approval of the settlement** (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?

Plaintiff Andrew Caro (“Plaintiff”) brought this Lawsuit against ICS, asserting claims on behalf of “Settlement Class members”, who are current and former hourly, non-exempt employees who worked for ICS in California at any time on or after October 9, 2014. Plaintiff Andrew Caro is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that ICS failed to pay Settlement Class members all minimum wages and overtime wages, and failed to provide all required meal and rest periods. The Lawsuit also alleges that ICS failed to provide Settlement Class members with itemized wage statements in compliance with California law and failed to timely pay all wages owed to Settlement Class members upon their separation of employment from ICS. As a result of the foregoing alleged violations, Plaintiff also alleges that ICS engaged in unfair business practices and is liable for civil penalties under the Labor Code Private Attorney General Act.

ICS denies that it has done anything wrong. ICS 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 ICS, which expressly denies all liability.

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

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to ICS, 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 ICS, your decision about whether to participate in the Settlement will not affect your employment. California law and ICS's policies strictly prohibit unlawful retaliation. ICS 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 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com</p>	<p>Attorneys for Defendant Industrial Commercial Systems, Inc.:</p> <p>SCHWARTZ SEMERDJIAN CAULEY & EVANS, LLP Kevin T. Cauley kevin@sscelaw.com Sarah Brite Evans sarah@sscelaw.com Alison K. Adelman alison@sscelaw.com 101 West Broadway, Suite 810 San Diego, CA 92101 www.schwartzsemerdjian.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 employees who worked for ICS in California from October 9, 2014 through [date of preliminary approval]. 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 ICS as described below.

ICS has agreed to pay \$450,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, the Class Representative’s Service Award and monies to be paid to the LWDA. ICS’s share of payroll taxes associated with any wage payments to Settlement Class members shall be paid by ICS 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 Administrators. 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 \$9,500.00 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 Gross Settlement Amount, which is currently estimated to be \$150,000.00, 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 in an amount not to exceed \$40,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed \$5,000.00, to compensate him for his 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 \$10,000.00 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 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) will be payable to the LWDA, and the remaining twenty-five percent (25%), or Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00), 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 Gross 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 \$238,000.00, to be shared among approximately 400 Settlement Class members. The NSA will be divided as follows:

- (i) Eighty Percent (80%) of the Net Settlement Amount, not including the PAGA Amount payable to Settlement Class members, 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 Participating Settlement Class members who worked during the Class Period.
- (ii) Ten Percent (10%) of the Net Settlement Amount, not including the PAGA Amount payable to Settlement Class members, shall be designated as the “Wage Statement Amount.” Each Participating Settlement Class member who was employed by ICS at any time from October 9, 2017 through the date of preliminary approval, shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks worked during

the period October 9, 2017 through the date of preliminary approval, the numerator of which is the Settlement Class member's gross number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all Participating Settlement Class members during this time period.

- (iii) Ten Percent (10%) of the Net Settlement Amount, not including the PAGA Amount payable to Settlement Class members, shall be designated as the "Waiting Time Amount." The Waiting Time Amount shall be distributed in equal shares to each Participating Settlement Class member who was separated from employment with ICS at any time from October 9, 2015 through the date of preliminary approval.
- (iv) Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each Participating Settlement Class member who was employed by ICS at any time from October 9, 2017 through 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 October 9, 2017 through 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 members' number of workweeks worked during this time period, and the denominator of which is the total number of workweeks worked by all Participating Settlement Class members during this time 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 ICS of Gross Settlement Amount. The Gross Settlement Amount shall be paid by ICS to the Settlement Administrator as follows: (a) one-half (\$225,000) of the Gross Settlement Amount within twenty (20) calendar days after the "Effective Date", and (b) one-half (\$225,000 plus any employer-side taxes owed by Defendant) within six (6) months after the "Effective Date." The "Effective Date" is defined as 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; (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.

Within ten (10) calendar days following ICS's deposit of the final installment of the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties 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.

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, ICS 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 and forever completely release ICS, and all of its past and present owners (including but not limited to Robin Sides, Matt Harbin, Taylor Cronin, and Brian Fox), officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, insurers, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the "Released Parties"), from all claims, charges, complaints, obligations, promises, agreements, suits, rights, costs, losses, liens, penalties,

finances, wages, liquidated damages, restitutionary amounts, interest, punitive damages, controversies, liabilities, debts, liabilities, demands, obligations, money owed, interest, guarantees, costs, expenses (including, without limitation, back wages, penalties, liquidated damages, and attorneys' fees and costs actually incurred), attorneys' fees and costs, damages, actions or causes of action of any nature for, known or unknown, suspected or unsuspected, which were alleged in the operative Complaint in the Action or which could have been alleged based on the facts in the operative Complaint in the Action that arose during the Class Period, both on behalf of the named class representative and on behalf of the entire class, including claims for: failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); meal period violations (Labor Code §§ 204, 210, 226.7, 512, 558); rest period violations (Labor Code §§ 226.7, 516, 558); wage statement violations (Labor Code § 226, *et seq.*); waiting time penalties (Labor Code §§ 201-203); all claims for unfair competition (Business and Professions Code § 17200, *et seq.*) that could have been premised on the facts, claims, causes of action or legal theories described above; and civil penalties under the California Labor Code Private Attorneys General Act of 2004 ("PAGA") (Labor Code § 2698, *et seq.*) that could have been premised on the facts, claims, causes of action or legal theories described above.

The time period of the Release shall be the same time as the Class Period. The release is null and void if Defendant fails to fully fund the Settlement.

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 workweeks 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 workweeks you worked during the Class Period, whether you have worked between October 9, 2014 and [date of preliminary approval]. The information contained in ICS'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 CARO V. INDUSTRIAL COMMERCIAL SYSTEMS, INC. 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 may 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 C-70 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. 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 *Andrew Caro v. Industrial Commercial Systems, Inc.*, San Diego Superior Court Case No. 37-2018-00051052-CU-OE-CTL.

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 C-70 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. 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 San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, 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, INDUSTRIAL COMMERCIAL SYSTEMS, INC., 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>>.

NOTICE OF SETTLEMENT AWARD

ANDREW CARO V. INDUSTRIAL COMMERCIAL SYSTEMS, INC.

SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2018-00051052-CU-OE-CTL

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 Industrial Commercial Systems, Inc.'s records ("ICS"):

- (a) You were employed by ICS and worked a total of workweeks during the time period October 9, 2014 through the date the Court enters the order granting preliminary approval.
- (b) You were employed by ICS and worked a total of workweeks during the time period October 9, 2017 through the date the Court enters the order granting preliminary approval.
- (c) You [were/were not] separated from employment with ICS during the time period October 9, 2015 through the date the Court enters the order granting preliminary approval.

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 ICS's records, ICS's records will control unless you are able to provide documentation that establishes that ICS's records are mistaken. If there is a dispute about whether ICS'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>>.**