

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

I. Introduction. This Settlement Agreement (“Agreement”) is hereby entered by and between Defendants DeRuyter Brothers Dairy, Inc., Jacobus N. DeRuyter and Geneva S. DeRuyter, in their individual and collective capacities (“DeRuyter” or “Defendant”) and Plaintiffs Jose Martinez-Cuevas and Patricia Aguilar (“Plaintiffs”), who are acting both individually and in their capacity as class representatives for the Class defined herein in the case entitled *Martinez-Cuevas v. DeRuyter Brothers Dairy, Inc.*, Yakima County Superior Court, Civil Case NO. 15-2-03173-39 (the “Case”).

II. Recitals.

A. Class Certification. For purposes of Settlement, Plaintiffs and DeRuyter (hereafter, the “Parties”) stipulate to class certification for the Class defined as follows: “All individuals who worked as milkers for four or more shifts for DeRuyter Brothers Dairy, Inc. between December 8, 2013 and May 25, 2017” (the “Class”).

B. Investigation, Litigation, and Due Diligence. The Parties have conducted informal and formal discovery and investigation of the facts and the law during their respective prosecution and defense of this Case. As part of this review and investigation, the Parties and their counsel have: (1) interviewed witnesses, including DeRuyter employees; (2) collected, reviewed, and analyzed extensive documents, timekeeping and payroll data, and other information concerning the composition of the Class, the merits of Plaintiffs’ claims and DeRuyter’s defenses, and the potential damages; and (3) amply considered and analyzed their respective claims or defenses. The Parties have engaged in extensive litigation in both in the Yakima County Superior Court and the Supreme Court of the State of Washington. The Parties reach this settlement after extensive investigation, discovery, litigation, and negotiation.

C. Settlement Negotiations. Since the Washington Supreme Court issued its opinion in this case on November 5, 2020, the parties have engaged in settlement negotiations and briefing of various issues at the Supreme Court and Yakima Superior Court. The parties ultimately reached an agreement to settle the matter on a class basis on March 23, 2020. All of the Parties’ settlement negotiations have been conducted in good faith and at arm’s length. The Parties have reached a class action settlement of the remaining overtime claims in this case that they believe to be fair, adequate and reasonable, and that Plaintiffs believe is in the best interests of the Class. This Agreement memorializes the terms of the final Settlement of the overtime claims agreed to by the Parties.

III. Agreements.

NOW, THEREFORE, IT IS HEREBY STIPULATED by the Parties, subject to the

approval of Yakima County Superior Court, that all overtime claims in this Case are hereby compromised and settled on a class action basis pursuant to the terms and conditions outlined in this Agreement. If the Parties' Settlement is finally approved by the Court on the terms agreed to herein, then the overtime claims that were asserted in the Complaint filed on December 8, 2016 and the First Amended Complaint filed on October 10, 2017 in Yakima County Superior Court shall be fully dismissed on the merits and with prejudice, subject to the following terms and conditions.

A. No Admission of Liability. Defendant expressly denies any wrongdoing or violation of federal, state, or local law. The Agreement and Settlement are not a concession or admission, and shall not be used against Defendant as an admission with respect to any claim of any fault, concession, or omission by Defendant. Whether or not the Settlement is finalized or approved, neither the Settlement, nor this Agreement, nor any other document, statement, proceeding, or conduct related to the Settlement shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendant, of any liability, fault, wrongdoing, omission, concession or damage; or disclosed, referred to or offered or received in evidence against Defendant in any further proceeding in this Action, or any other civil, criminal, or administrative action or proceeding except for purposes of setting this Action pursuant to the Agreement. This Agreement shall not be admissible in any court or other proceeding except as necessary in connection with a claim of breach of this Agreement, for any effort to enforce this Agreement, or to show that the Parties and/or Qualified Class Members are bound to this Agreement for the purposes of showing claim preclusion, issue preclusion, collateral estoppel, or *res judicata*, or that a claim has been released or is otherwise barred.

B. Definitions.

1. "Settlement Class" or "Settlement Class Members" means all individuals who worked as milkers for four or more shifts for DeRuyter Brothers Dairy, Inc. between December 8, 2013, and May 25, 2017.

2. "Class Counsel" means Lori Isley, Joachim Morrison, and Andrea Schmitt of Columbia Legal Services and Marc Cote and Anne Silver of Frank Freed Subit & Thomas LLP.

3. "Court" means Yakima County Superior Court.

4. "Effective Date" means the date that is the day after the Final Approval Order is entered if there are no objections to the Settlement. If there are any objections to the Settlement, "Effective Date" means the date that is the later of either: (1) the expiration of the

time for any person to file an appeal from the Final Approval Order, if no appeal is filed during that time, or (2) if a timely appeal is made, the date of the final resolution of that appeal and any subsequent appeals, resulting in final judicial approval of the Settlement.

5. “Final Approval Order” refers to an order by the Court that grants final approval of the Settlement.

6. The “Initial Mailing Date” is the date that the Settlement Administrator first mails the Notice of Settlement approved by the Court to all Class Members.

7. “Notice” or “Notice of Settlement” means the notice of this Settlement that is attached hereto as Exhibit 1 and that the parties intend to be mailed to Class Members following the Court’s entry of an order granting preliminary approval of the Settlement.

8. “Objection” means a written objection to the Settlement by a Qualified Class Member that is both filed with the Court and mailed to counsel for the Parties, along with any supporting documentation that the person wishes the Court to consider, no later than the Objection/Opt-Out Deadline.

9. The “Objection/Opt-Out Deadline” means thirty (30) days after the Initial Mailing Date.

10. “Qualified Class Members” means those Settlement Class Members who do not opt out of the Settlement (i.e., who do not submit a Valid Exclusion Request).

11. “Released Parties” means Defendants DeRuyter Brothers Dairy, Inc., Jacobus N. DeRuyter and Geneva S. DeRuyter and (i) each of the present and former parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns of DeRuyter Brothers Dairy, Inc.; and (ii) all of the aforementioned persons’ or companies’ respective present, former, and future agents, assigns, attorneys, directors, officers and employees. This Agreement will use the term “Released Party” when referring to one of the Released Parties in the singular form.

12. “Settlement” means the settlement reached by the Parties through the negotiation process described in Section II.C. above, as set forth in this Agreement.

13. “Settlement Administrator” means CPT Group, Inc.

14. “Settlement Class Period” means the period from between December 8, 2013, and May 25, 2017.

15. “DeRuyter” shall mean Defendant DeRuyter Brothers Dairy, Inc., Jacobus N. DeRuyter and Geneva S. DeRuyter.

16. “Valid Exclusion Request” means a request by a Settlement Class Member to opt out of the Settlement that meets the following criteria: (i) is in writing; (ii) states that individual’s current address; (iii) contains the following statement: “I request that I be

excluded from the Settlement Class in the case of *Martinez-Cuevas v. DeRuyter Bothers Dairy, Inc.*,”; (iv) is signed; and (v) is mailed to the Settlement Administrator at the address provided in the Notice and postmarked within thirty (30) calendar days after the Initial Mailing Date.

C. Release. Effective upon DeRuyter’s payment of the Total Settlement Amount to the Settlement Administrator, the Qualified Class Members on behalf of themselves, their successors and assigns, fully, finally and forever release the Released Parties from all “Qualified Class Member Released Claims.” “Qualified Class Member Released Claims” means all overtime claims against a Released Party which were or could have been asserted in this lawsuit based on DeRuyter’s failure to pay overtime compensation for hours worked over 40 in a week, through May 25, 2017. Qualified Class Members shall be bound by this release regardless of whether they cash or receive the settlement check issued to them.

D. Settlement Consideration.

1. Agreed Monetary Relief. DeRuyter agrees to pay a total of \$1,050,000 (the “Total Settlement Amount”). The Total Settlement Amount is allocated as follows:

a. \$515,000 shall be used to satisfy the settlement awards to be paid to Qualified Class Members (hereafter, the “Settlement Awards”) and the service awards to be paid to the named Plaintiffs (hereafter, the “Service Awards”) in the amount of \$15,000 (\$7,500 each).

b. \$505,000 shall be used to pay Class Counsel for attorneys’ fees and costs pursuant to Washington’s fee-shifting statutes applicable to the Class claims, RCW 49.48.030 and RCW 49.46.090 (hereafter, the “Attorneys’ Fees and Costs Payment”), and to pay the Settlement Administrator for settlement notice and administration (“Settlement Administration Expenses”). The Attorneys’ Fees and Costs Payment will compensate and reimburse Class Counsel for (1) the work already performed by Class Counsel on the constitutional challenge and overtime claims as well as all of the work remaining to be performed by Class Counsel in documenting the Settlement, securing Court approval of the Settlement, and making sure the Settlement is fairly administered and implemented, and (2) all costs incurred and reasonably anticipated to be incurred by Class Counsel in litigating this Action and finalizing this Settlement.

c. \$30,000 shall be set aside as a reserve fund to pay any employer-side payroll taxes due on the wage portion of the Net Class Payment, and other necessary expenses or payments (“Reserve Fund”).

E. Calculation of Settlement Awards.

1. Estimated Settlement Awards. Subject to approval by the Court, the calculations of gross (pre-tax and withholding) estimated Settlement Awards will be made by

Class Counsel based on data provided by DeRuyter. DeRuyter will provide, through their Counsel, additional payroll data previously requested from the period of January 1, 2017 through May 25, 2017, including for each Settlement Class Member who worked four or more shifts during this period the following information: last known address and phone numbers, Social Security number, and each individual's total number of shifts worked between January 1, 2017 and May 25, 2017. Upon request from Class Counsel or the Settlement Administrator, DeRuyter will make reasonable efforts to provide additional data as reasonably necessary to complete settlement administration duties under this Agreement.

2. Final Settlement Awards. Final Settlement Awards will be calculated by the Settlement Administrator after the Objection/Opt-Out Deadline to determine the appropriate award for each Qualified Class Member. The Settlement Administrator shall provide Class Counsel with an electronic report setting forth the results of these calculations. Class Counsel shall have the opportunity after receiving this electronic report to review the Settlement Award calculations for compliance with the terms of this Agreement and to submit any concerns in writing to the Settlement Administrator.

3. Proportional Distribution of Net Class Payment. Each Qualified Class Member's Settlement Award will be calculated as follows: First, the total number of all Qualified Class Members' shifts worked as milkers at DeRuyter during the Settlement Class Period will be the denominator, and each Qualified Class Member's individual number of shifts worked as a milker at DeRuyter during the Settlement Class Period will be the numerator, provided the Class Member worked at least four shifts. Second, the resulting fraction will be multiplied by the \$500,000 to arrive at each Qualified Class Member's individual Settlement Award.

4. Allocation of Settlement Awards Between Wages and Non-Wages. Seventy-two (72%) of each Qualified Class Member's individual Settlement Award will be characterized as wages, and the remaining twenty-eight percent (28%) of each Qualified Class Member's individual Settlement Award will be characterized as non-wages (prejudgment interest).

F. DeRuyter's Payment and Settlement Administrator's Creation of Qualified Settlement Fund. On the Effective Date, DeRuyter shall pay the Total Settlement Amount to the Settlement Administrator. The Settlement Administrator shall establish and maintain a Qualified Settlement Fund ("QSF") for these funds.

G. Settlement Administrator's Tax-Related Duties. The Settlement Administrator will calculate employee-side and employer-side payroll tax amounts, including income tax withholding and any other required deductions, for the wage allocation of each such share. The

Settlement Administrator shall provide Class Counsel and DeRuyter's counsel with an electronic report setting forth the results of these calculations, including the calculation of the employer-side payroll taxes within five days following the Objection/Opt-Out Deadline. The Settlement Administrator will deduct and pay to the appropriate governmental agencies all required employment and income taxes and withholdings due or payable by employees with respect to amounts receivable by employees with respect to each Qualified Class Member's Settlement Award, including payroll tax amounts, income tax withholdings and any other required deductions of each Qualified Class Member's Settlement Award. The Settlement Administrator shall also pay to the appropriate governmental agencies the employer-side payroll taxes from the Reserve Fund. The Settlement Administrator shall be responsible for reporting all Settlement Award payments, payroll taxes, withholdings, and other deducted amounts associated with employee-side tax withholdings and payments, and (from the Reserve Fund) amounts associated with employer-side tax payments, to the necessary government entities for each Qualified Class Member receiving a Settlement Award. The Settlement Administrator shall report the wage portions of Settlement Awards on IRS Forms W-2 and shall report the non-wage portions of Settlement Awards (on which there will be no tax withholding unless otherwise required under the U.S. Internal Revenue Code) on IRS Forms 1099.

H. Attorneys' Fees and Costs Payment. As part of seeking the Court's final approval of this Settlement, Class Counsel will apply to the Court for the Attorneys' Fees and Costs Payment and Settlement Administration Expenses of \$505,000.

I. Service Awards. Class Counsel will request that Plaintiffs Jose Martinez-Cuevas and Patricia Aguilar be given Service Awards, on which there will be no payroll tax withholdings and for which an IRS Form 1099 (marked "Other Income") shall be issued to the taxing authorities, in the amount of Seven Thousand Five Hundred Dollars (\$7,500) each.

J. Settlement Administration.

1. The Settlement Administrator shall be responsible for notice mailings to the Settlement Class; tracing undeliverable mailings; recording and tracking responses to the mailings to the Settlement Class Members; calculating appropriate tax withholdings and employer-side taxes for the wage portions of the Settlement Awards; issuing and mailing the necessary checks for all Settlement; logging returned checks and making one attempt to obtain an updated address for returned checks; issuing the Service Award payments, the Attorneys' Fees and Costs Payment, and the Settlement Administration Expenses Award payment; issuing all required tax documents to Qualified Class Members (such as Forms W-2s and 1099s) and DeRuyter; performing all related tax reporting to taxing authorities; tracking and responding to any inquiries made by Settlement Class Members; and any other related tasks mutually agreed to by the Parties. Class Counsel with Columbia Legal Services will cooperate with the Settlement Administrator to

ensure that Settlement Class Members residing outside the United States will be provided with an electronic option to receive their Settlement Award.

2. Within seven (7) days after the Objection/Opt-Out Deadline, the Settlement Administrator shall provide Class Counsel and DeRuyter an electronic report setting forth the names and identities of any Settlement Class Members who submitted a Valid Exclusion Request in conformity with this Agreement.

K. Notice/Approval of Settlement Agreement. The Parties agree to the following procedures for obtaining preliminary Court approval of the Settlement, certifying the Settlement Class, notifying the Settlement Class Members, obtaining final Superior Court approval of the Settlement, and implementing payment of Settlement Awards to Qualified Class Members:

1. Plaintiffs shall file a motion with the Superior Court to obtain preliminary approval of the Settlement in conformity with this Agreement.

2. For purposes of this Settlement, Plaintiffs will ask the Court to enter an order (the "Preliminary Approval Order") preliminarily approving the Settlement and this Agreement as fair and reasonable, approving the form of the Notice and the procedures for mailing the Notice to the Settlement Class as fair and as satisfying the due process rights of the Settlement Class, and setting a date for a Final Fairness Hearing to determine whether the Court will grant final approval of the Settlement and this Agreement.

3. Class Counsel and DeRuyter will provide the Settlement Administrator with any updated address information obtained for Settlement Class Members, which the Settlement Administrator will use when issuing settlement checks for Settlement Class Members.

4. Subject to the Court's approval, the Notice shall be provided using the following procedures:

- a. Within ten (10) days of the date the Preliminary Approval Order is entered, the Settlement Administrator shall mail the Notice to all Settlement Class Members ("Initial Mailing Date") in the form attached as Exhibit 1 hereto.
- b. The Notice shall provide that Settlement Class Members who do not opt out and who wish to object to the Settlement must file with the Court and submit to Class Counsel and DeRuyter's counsel an Objection to the Settlement on or before the Objection/Opt-Out Deadline. If a person wishes to have the Court consider the Objection, the person (i) must not exclude himself or herself from the Settlement Class and (ii) must file with the Court and mail to counsel for the Parties the written objection, along with any supporting documentation

that the person wishes the Court to consider, by no later than the Objection/Opt-Out Deadline. If such Objection is submitted and overruled by the Court, the objecting member of the Settlement Class shall remain fully bound by the terms of the Settlement, including the release of all Qualified Class Member Released Claims, so long as the Settlement is granted final approval by the Court. The Parties shall submit any responses to objections no later than forty-four (44) days after the Initial Mailing Date. Any Settlement Class Member who does not appear individually or through counsel and who does not challenge or comment upon the fairness and adequacy of the Settlement or Class Counsel's request for attorneys' fees and costs shall waive and forfeit any and all rights to appear separately or object. All Qualified Class Members shall be bound by the Settlement and by all orders and judgments in this Action.

- c. The Notice shall also provide that Settlement Class Members who wish to exclude themselves (*i.e.*, opt out) from the Settlement Class must mail a letter to the Settlement Administrator requesting exclusion from the Settlement Class on or before the Objection/Opt-Out Deadline. An exclusion request must: (i) be in writing; (ii) state that individual's current address; (iii) contain the following statement: "I request that I be excluded from the Settlement Class in the case of *Martinez-Cuevas v. DeRuyter Bothers Dairy, Inc.*" or the Spanish equivalent; (iv) be signed; and (v) be mailed to the Settlement Administrator at the address provided in the Notice and postmarked by the Objection/Opt-Out Deadline. Each individual who properly mails a timely written request for exclusion shall be excluded from the Settlement Class and shall have no rights under the Settlement Agreement. Settlement Class Members who fail to mail a valid and timely request for exclusion on or before the Objection/Opt-Out Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Case if the Settlement is approved by the Court, regardless of whether they have objected to the Settlement. An exclusion request shall only be deemed timely if it is postmarked no later than the Objection/Opt-Out Deadline.
- d. Any supplemental correspondence or other written communications to Settlement Class Members concerning the Notice, the exclusion process, and/or other aspects of settlement administration shall be

coordinated in advance between and agreed to by Class Counsel and DeRuyter's counsel. Notwithstanding the foregoing, Class Counsel may answer email or phone inquiries about the Settlement from individual Settlement Class Members without advance coordination with DeRuyter's counsel. All responses Class Counsel provides will be consistent with the terms of this Agreement and the Notice.

5. The Parties agree that neither they nor their counsel will solicit or otherwise encourage any of the Settlement Class Members to opt out or object to the Settlement.

6. Should any Notice be returned as undeliverable, the Settlement Administrator shall attempt one trace to locate a good address and, if located, shall make a second attempt at mailing the Notice. If such Notice is again returned as undeliverable, no further attempts at delivery of the Notice are required to be made. Notwithstanding the foregoing, the Settlement Administrator may mail or email a Notice to a Settlement Class Member at an address or email address obtained by other means if the Settlement Class Member's Notice is returned as undeliverable or upon the Settlement Class Member's request for the same (*e.g.*, if Plaintiffs, DeRuyter, or another Settlement Class Member provides Class Counsel or the Settlement Administrator an address or email address for a Settlement Class Member not previously provided by DeRuyter or obtained through a trace).

7. No later than fourteen (14) calendar days before the Objection/Opt-Out Deadline (or sixteen (16) days after the Initial Mailing Date), Class Counsel shall file a motion requesting that the Court grant final approval of the Settlement and enter a Final Approval Order. No later than fourteen (14) calendar days after the Objection/Opt-Out Deadline (or forty-four (44) days after the Initial Mailing Date), Class Counsel will file a supplemental memorandum in support of final approval of the Settlement to inform the Court of any Settlement Class Members who have opted out of the Settlement and to respond to any Objections to the Settlement.¹

8. Subject to the Court's availability and direction and no earlier than twenty-one (21) days after the Objection/Opt-Out Deadline, a Fairness Hearing shall be held for the Court to determine whether to enter a Final Approval Order.

9. After entry of the Final Approval Order, the Court shall have continuing jurisdiction for the purposes of enforcement of the Settlement and addressing settlement administration matters and such post-judgment matters as may be appropriate under court rules.

¹ If either of these deadlines fall on a weekend or Court holiday, Class Counsel may file the brief on the first following business day.

10. Within three (3) days after receiving DeRuyter's payment (see Section III.F above), the Settlement Administrator shall pay the Attorneys' Fees Award and Costs Payment approved by the Court to Class Counsel via wire transfer (allocated to Frank Freed Subit & Thomas LLP and Columbia Legal Services as directed by Class Counsel), and shall pay any Service Awards approved by the Court to the Named Plaintiffs. These payments will not be subject to any withholdings. Within fourteen (14) days after receiving DeRuyter's payment, the Settlement Administrator shall also issue and mail all Settlement Award checks to Qualified Class Members (which shall be issued from the QSF set up by the Settlement Administrator) in mailing envelopes listing the Settlement Administrator's return address.

11. Should any Settlement Award check be returned as undeliverable, the Settlement Administrator shall attempt one trace to locate a good address and, if located, shall make a second attempt at mailing the check. If such check is again returned as undeliverable, no further attempts at delivery of the check are required to be made. Notwithstanding the foregoing, the Settlement Administrator may mail a Settlement Award check to a Qualified Class Member at an address obtained by other means if the Qualified Class Member's Settlement Award check is returned as undeliverable or upon the Qualified Class Member's request for the same. Any Qualified Class Member whose Settlement Award check is returned as undeliverable shall receive his/her Settlement Award from the Settlement Administrator if he/she contacts the Settlement Administrator or Class Counsel and provides a correct mailing address within ninety (90) days after the mailing of the Settlement Award checks.

12. DeRuyter will receive no reversion from the Settlement Amount. If a Settlement Award check remains uncashed ninety (90) days following issuance of checks to Qualified Class Members without the Qualified Class Member having provided an updated mailing address within the ninety (90) day period, the Settlement Administrator will stop payment on the check, the Qualified Class Member who has not cashed the check will have no interest in the Settlement Award (that is, such Settlement Award will not be the property of the Qualified Class Member), will be bound by the Release as stated in Section III.C above, and the funds from the uncashed check will be considered residual funds. In addition, the Settlement Administrator will amend the payments reported to the IRS if any Settlement Award checks are not cashed. The proceeds of any uncashed checks will be distributed as follows: fifty percent (50%) to the Legal Foundation of Washington pursuant to CR 23(f)(2); and fifty percent (50%) to Proyecto Bienestar a project of the Northwest Communities' Education Center (NCEC)/Radio KDNA. Any funds remaining from the Reserve Fund described in Section III.D.1.c above will also be distributed to the approved *cy pres* beneficiaries.

13. If the Court does not enter a Preliminary Approval Order or a Final Approval Order consistent with the Settlement, or if the Settlement does not become final for any

other reason, including any challenge on appeal to the extent that a challenge is upheld by a court of last resort, this Agreement shall be null and void. In such case, the Parties shall work together in good faith to resolve any obstacles to Court approval. If approval cannot be obtained despite such good faith efforts, the Parties shall proceed in all respects as if this Agreement had not been executed and each party will be restored to all claims and defenses as if this Agreement never existed.

L. Miscellaneous Provisions.

1. This Agreement may be amended or modified only by a written instrument signed by counsel for both Parties.

2. This Agreement constitutes the entire Agreement among these Parties. No representations, warranties or inducements have been made to any Party concerning this Agreement, other than the representations, warranties and covenants contained and memorialized in this Agreement.

3. The Parties and their counsel will cooperate with each other and use their best efforts to implement this Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement this Settlement or this Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement or this Agreement, then either Party may seek assistance from the Court to resolve such disagreement.

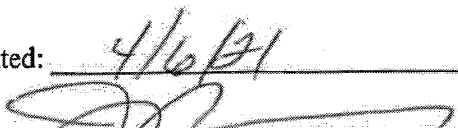
4. This Agreement shall be binding upon, and shall inure to the benefit of, the successors of the parties hereto, as previously defined.

5. All terms of this Agreement shall be governed by and interpreted according to the laws of the State of Washington.

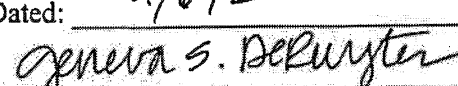
6. Plaintiffs and DeRuyter agree not to call any press conference to announce this Settlement and will not issue any press release before filing the motion for preliminary approval. In any press release related to this settlement, counsel will express appreciation to the parties for the settlement of the case.

IT IS SO AGREED.

Dated: 4/6/21

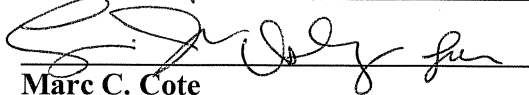

John Ray Nelson, Counsel for DeRuyter
Brothers Dairy, Inc., Jacobus N. DeRuyter
and Geneva S. DeRuyter

Dated: 4/6/21


For DeRuyter Brothers Dairy, Inc., Jacobus
N. DeRuyter and Geneva S. DeRuyter

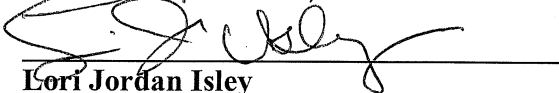
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Dated: April 8, 2021




Marc C. Cote
Counsel for Named Plaintiffs and
Class Counsel

Dated: April 8, 2021

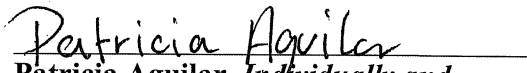


Lori Jordan Isley
Counsel for Named Plaintiffs and
Class Counsel

Dated: 7/4-21


Jose Martinez-Cuevas, Individually and
on Behalf of Settlement Class

Dated: 4/7/21


Patricia Aguilar, Individually and
on Behalf of Settlement Class

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